Supreme Court, U.S.
FILED

No. 08-_____

IN THE SUPREME COURT

OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,

v.

RADIO ONE, INC., et al.
Respondents.

On Petition for a Writ of Certiorari to the Supreme Court of the United States

PETITION FOR A WRIT OF CERTIORARI

BRAHIM (ABE) AYAD, Dba "POLITICALLY DAMNED" TALK RADIO
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QUESTIONS PRESENTED

Summary Judgment

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Summary Judgment** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Freedom of Speech

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the

Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Freedom of Speech** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Jurisdiction

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy

Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Jurisdiction** of the Eighth District Court of Appeals when no Final Order was issued or otherwise when the language of "no just reason for delay" pursuant to Rule 54(B) was not included, for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Contract

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedents of the State of Ohio require the Cuyahoga County Court of Common Pleas, the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the Standard of Law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of

Common Pleas must use the same **Standard of**

Enforcement of Contract Law to all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

PARTIES TO PROCEEDINGS

The parties Plaintiff, Brahim (Abe) Ayad is a (42) Forty-Two year old Palestinian American Businessman and Political Activist. He is one of the Hosts of "Politically Damned" Talk Radio that began in Cleveland, Ohio on Defendant Radio One Inc. Station WERE 1300 AM on September 5, 2003 as a (1) one hour per week program on Friday evenings. This was a Time Broker (paid) Program. It quickly became a highly rated controversial program as Brahim (Abe) Ayad related his experiences growing up in Israel (Palestine) and the theft of Millions of Dollars of his property that was confiscated by the State of Israel.

Co-Plaintiff, Michael Troy (Mike) Watson had been a practicing Attorney since 1983 in Cleveland, Ohio after he graduated from Cleveland Marshall College of Law, and Harvard Law School (P.I.L.). He began his practice with his License to practice law in the State of Ohio, the Federal Court system, Washington District of Columbia. His background included multiple nominations by the Governor of the State of Ohio for an appointment to a Judicial Position

both the Cleveland Heights Municipal Court and the Cuyahoga County Court of Common Pleas.

After being retained and representing Brahim (Abe) Ayad in the case of *Ayad, et al. vs. ADL, et al.* Judge Timothy McGinty Case No.: 02-464932 Cuyahoga County Court of Common Pleas, he was attacked professionally by the Jewish Legal Community for representing Abe Ayad. To be more specific, it was the Cuyahoga County (Jewish) Bar Association who prosecuted him for a Grievance that had been examined, investigated and totally exonerated by the Cleveland Bar Association!!! This was unheard of as this was something that has ***NEVER HAPPENED BEFORE IN THE HISTORY OF THE SUPREME COURT OF OHIO.*** He was prosecuted by Attorneys Goodman, Fishman, Murnan, Brown and Berger after being accused of Anti-Semitism before the Disciplinary Panel of the Supreme Court of Ohio resulting in his disbarment in (3) Three Panel Hearings, each Panel of which, contained either a Chairman or (2) Two Members of the Jewish Legal Community. Watson was the Co-Host of the Radio Program "Politically Damned" Talk Radio and participated in its growth, ratings and progress from a (1) hour Friday evening program to a daily program proposed for National Syndication and Satellite Broadcast.

Defendant, Radio One, Inc., is the Owner of hundreds of Radio Stations throughout the United States and Internationally and was Licensed by the FCC and offered Time Brokered Radio Programs to the General Public (except Plaintiffs).

Abe Foxman, National Chairman of the Anti-Defamation League entered into this litigation through the Regional Director of the Anti-Defamation League, Attorney Bettysue Feuer and demanded that Defendant, Radio One, Inc. remove the Plaintiffs' program from Broadcast as he claimed it was "the worst Anti-Semitism that he had ever heard". Abe Foxman was not a personally named party and his involvement was discovered less than (30) Thirty days prior to the Trial as the Defendants had deliberately delayed and/or interfered with the normal Discovery Process until approximately (30) Thirty days prior to Trial. The ADL entered an appearance into this litigation on 3-13-06 demanding that Judge Coyne confiscate all Deposition transcripts, Video Tape and Transcript Exhibits of Regional Director of the ADL Bettysue Feuer and have them "destroyed". ***WITHIN DAYS OF THE ADL'S 3-13-06 ENTRY INTO THE LITIGATION ACCUSING THEM OF ANTI-SEMITISM , ON 3-17-06, SUMMARY JUDGMENT WAS GRANTED AGAINST THE PLAINTIFFS OVERRULING THE TRIAL COURT'S OWN PRIOR (2) TWO DECISIONS TO THE CONTRARY!!!!***

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I

The Fourteenth Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same Standard of Summary Judgment for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.....10

II.

The **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Freedom of Speech** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.....19

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> (The Court) **However, I do believe that the issues of whether the Contract at all was breached be it oral or written is a question of fact for a Jury...**
>
> TRO Transcript Hearing P. 34 L. 17-20
>
> Judge William J. Coyne 9/14/04.

COURT OF COMMON PLEAS CUYAHOGA COUNTY DECISION OF JUDGE WILLIAM J. COYNE 11/22/05.....B

"Defendants Motion for Judgment on the Pleadings is granted in part and denied in part. Plaintiff's claim for breach of Contract is the only claim that survives Defendant's Motion for Judgment on the Pleadings...Case may proceed against Radio One, Inc. only and under the Breach of Contract claim only. 11/28/05

3/13/06 Bettysue Feuer Anti-Defamation League (Jewish Influence) makes an appearance in this case in a Motion for Protective Order. ***ADL ACCUSES PLAINTIFFS OF ANTI-SEMETISM IN PLEADINGS TO JUDGE COYNE*****.....**

****3/17/06** Plaintiff's Motion for Summary Judgment denied Defendants Motion for Summary Judgment granted. The Court having considered all the evidence and having construed the evidence most strongly in favor of the non-moving party determine that reasonable minds can come to but one conclusion, that there are no genuine issues of material fact, and the Defendant Radio One is entitled to Judgment as a matter of law.....C**

This case had been scheduled for Trial on 3/27/06 **DECISION OF THE EIGHTH DISTRICT COURT OF APPEALS CASE NO.88031**

MAY 24, 2007.....D

Sustained the decision of Judge Coyne and unlawfully stated that the Defendants' admissions of multiple oral and written Contracts and the written modifications titled "**Broadcast**

Contracts" are "taken out of context" in spite of the legal requirement that all inferences be considered most favorably against the moving party. In obvious collusion and/or influence originating with the ADL and/or the Jewish Legal Community.

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JUDGMENT AFFIRMED CASE NO. 88031

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1-23-08 SUPREME COURT OF OHIO JURISDICTION DENIED CASE NO 2007-1816

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JURISDICTION

THE DATE UPON WHICH THE HIGHEST COURT IN THE STATE OF OHIO DECIDED MY CASE WASJANUARY 23, 2008 AND A COPY OF THAT DECISION APPEARS AT APPENDIX E THE JURISDICTION OF THIS COURT IS INVOKED UNDER 28 U.S.C. SECT. 1257 (a) AND (b).UNDER THE SUPREME COURT RULE 10 (a) AND (b) IT IS CLEAR THAT THE PLAINTIFFS FIRST AMENDMENT AND FOURTEENTH AMENDMENT RIGHTS HAVE BEEN VIOLATED.

STATEMENT OF THE CASE

ON 9-10-04 THE CASE WAS FILED AND THE T.R.O. REQUEST WAS DENIED ON 9-14-04. IT WAS TRANSFERRED TO THE FEDERAL DOCKET AND RETURNED 8-15-05. THE ADL ENTERED APPEARANCE ON 3-13-06 AND SUMMARY JUDGMENT WAS GRANTED ON 3-17-06. THE JUDGMENT WAS AFFIRMED ON 7-11-07 AND THE OHIO SUPREME COURT DENIED CERT. ON JANUARY 23,2008.

CONSTITUTIONAL AND STATUTORY PROVISIONS

Bill of Rights

Amendment I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for the redress of grievances.

Free speech can be regulated only as to "time, place and manner." *State v. Miller, 83 N.J. 402, 416 A. 2d 821 (1980); Capitol Movies, Inc. v. City of Passaic, 194 N.J. Super. 298, 476 A. 2d 869* (App. Div. 1984). Regulations meet this requirement only if they survive a three-pronged test, namely, they must: (1) be justified without reference to the content of the regulated speech; (2) serve a significant governmental interest by the least restrictive possible means; and (3) leave open ample alternative channels for the communication of the information. ***Erzonznik v. City of***

***Jacksonville*, 45 L. Ed. 2d 125 (1975); *State v. Miller*, supra.**

("[P]rior restraints on speech and publication are the most serious and the least tolerable infringement on first Amendment rights"); ***Pittsburg Press Co. v. Pittsburg Comm'n on Human Relations*, 413 U.S. 376, 390 (1973).**

There is little need to reiterate that the freedoms of speech and of the press rank among our most cherished liberties. As Mr. Justice Black put it: "**In the First Amendment the Founding Fathers gave the free press the protection it must have to fulfill its essential role in our democracy.**" *New York Times Co. v. United States*, *403 U.S. 713, 717 (1971)* (concurring opinion). The durability of our system of self-government hinges upon the preservation of these freedoms.

"[S]ince informed public opinion is the most potent of all restraints upon misgovernment, the suppression or abridgment of the publicity afforded by a free press cannot be regarded otherwise than with grave concern. . . **A free press stands as one of the great interpreters between the**

government and the people. To allow it to be fettered is to fetter ourselves." Grosjean v. American Press Co., 297 U.S. 233, 50 (1936).

Pittsburg Press Co. v. Human Rel. Comm'n, 413 U.S. 376 (1973)

Amendment XIV

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are Citizens of the United States and of the State wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of Citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The ratification of the ***Fourteenth*** Amendment radically changed the Federal Courts' relationship with State Courts. That Amendment, one of the post-Civil War Reconstruction Amendments ratified in 1868, is the source of this Court's power to decide whether a Defendant in a State proceeding received a fair Trial i.e., whether his

deprivation of liberty was "without due process of law." U.S. Const., Amdt. 14 § 1 ("[N]or shall any State deprive any person of life, liberty, or property, without due process of law"). In construing that Amendment, we have held that it imposes minimum standards of fairness on the States, and requires State Criminal Trials to provide Defendants with protections "implicit in the concept of ordered liberty." *Palko v. Connecticut, 302 U.S. 319, 325 (1937).*

Summary Judgment Standard

When ruling on Motions for Summary Judgment, Rule 56 (C) of the Ohio Rules of Civil Procedure guides the Court. As the Ohio Supreme Court has outlined, Rule 56 (C) permits the Court to grant Summary Judgment when (1) there are no genuine issues of material fact; (2) reasonable minds can come to only one conclusion, and the conclusion adversely affects the non-moving party; and (3) the moving party is entitled to judgment as a matter of law. *Zivich v. Mentor Soccer Club (1998), 82 Ohio St. 3d 367, 369-370.*

JUSTICE ALITO agrees with JUSTICE SCALIA, and would transpose to the pleading stage "the test that is used at the Summary Judgment and Judgment-as-a-matter-of-law stages." Post, at 3 (opinion concurring in Judgment). But the test at each stage is measured against a different backdrop. It is improbable that Congress, without so stating, intended Courts to test pleadings, unaided by Discovery, to determine whether there is "no genuine issue as to any material fact." See Fed. Rule Civ. Proc. 56 (C). And Judgment as a matter of law is a post-trial device, turning on the question whether a party has produced evidence "legally sufficient" to warrant a jury determination in that party's favor. See Rule 50(a) (1).

Tellabs v. Makor Issues & Rights, 06-484 (U.S. 6-21-2007), 127 S. Ct. 2499

REASONS FOR GRANTING PETITION

It is clear that the Trial Court was influenced (threatened) by the actions of the Anti-Defamation League. It may be moderately significant that the Trial Judge Coyne issued notice of his intent to retire shortly after his decision granting Summary Judgment against the Plaintiffs. It is clear that his determinations and those of the Eighth District Court of Appeals are in direct conflict with the State Law determining the basis and procedure for which Summary Judgment may be granted. It is clear that the determinations of the Court below have decided a question of Federal Law that is important to the Supreme Court of the United States as the Ohio State Courts have refused to give the Plaintiffs their FOURTEENTH AMENDMENT rights of Equal Protection under the laws of the State of Ohio and have allowed the Anti-Defamation League to stifle the Plaintiffs First Amendment Rights of Freedom of Speech. These actions of the State of Ohio Courts have so far departed from the accepted and usual course of Judicial Proceedings and the Ohio Supreme Court has Sanctioned this departure from accepted and usual course of Judicial Proceedings, that it cries out for an exercise of the United States Supreme Court Supervisory Power.

Chief Justice Rehnquist identified that "**cases involving unsettled questions of Federal Constitutional Statutory Law of General interests**" should be considered Certiorari worthy. **The Supreme Court: How It Was, How It Is** 269 (1987) *Harlan, Manning LeDikes, 13 Rec. of the N.Y.C. Bar Association 541, 549 (1958).* Obviously, the Cuyahoga County Court of Common Pleas Trial Court Judge William J. Coyne was intimidated by the actions of the Anti-Defamation League including but not limited to their demand that the Deposition of Bettysue Feuer, Regional Director of the ADL be confiscated and destroyed. The influences with regard to this case permeate the absurd determinations by the Eighth District Court of Appeals including Judge Mary J. Boyle (newly Elected Appellate Judge) determinations that the Records and Statements of the Defendants' Employees were "taken out of context" contrary to the Supreme Court of Ohio's determinations as to the restrictions on Summary Judgment. The Supreme Court of Ohio refused to review this matter for reasons known only to them which brings us before this Honorable United States Supreme Court on this Petition for Writ of Certiorari. The Plaintiffs have sustained great harm both financially and professionally and the family of Brahim (Abe) Ayad has been threatened including an attempt to murder one of his children

by Jewish Interests (JDL) which resulted in both FBI and Justice Department Investigations. **"People ask me if I have some kind of death wish, to keep saying the things I do"** writes *Hirsi Ali Author of Infidel (Free Press 368 p.,)* **"The answer is no I would like to keep living".** ***HOWEVER, SOME THINGS MUST BE SAID AND THERE ARE TIMES WHEN SILENCE BECOMES AN ACCOMPLICE TO INJUSTICE."*** It is from these disturbing circumstances of violation of the Plaintiffs' (1st) First Amendment Rights to Free Speech and violation of their (14th) Fourteenth Amendment rights that they respectfully submit their Petition for Writ of Certiorari to the United States Supreme Court.

I

The **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio

Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Summary Judgment** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

This case began essentially as a claim resulting from the Defendant's termination of the Plaintiffs' Time Broker Radio Broadcast Program. The Program began as a One (1) Hour per week program and as a result of its immense popularity, it expanded first, to Two (2) Hours (Friday only) per week. It then went to Three (3) Hours a week (Fridays only), and due to its success, then to a daily program Monday through Friday. This Program was in an expansion mode, a "Breakout hit" and as its popularity increased, so did the numbers of hours per week. The Plaintiffs were being assisted by Defendant's Sales Representative, Bill Glover in expanding the Program to a Satellite Broadcast and the Plaintiffs expected to have a Regionally Distributed Program in the immediate future with the expectations of a Nationally Syndicated Program imminent. Plaintiffs had been in touch with other interests and financers seeking

to complete this goal. The Defendant, without notice of any kind, terminated the Plaintiff's Broadcast within hours of the Program on to Broadcast September 6, 2004 (coincidentally the day of a John Kerry for President Rally in Cleveland). The Plaintiffs submit that the Defendants violated their contract for Broadcast of their Program.

1. THE PLAINTIFFS ORIGINAL ONE (1) YEAR TIME BROKER PROGRAM ROLLED OVER TO A FULL ONE YEAR RENEWAL.

The Defendant's Employees and Representatives, David Bevins and Bill Glover acknowledge that the Program was a **FIFTY-TWO (52) WEEK PROGRAM.** Week number on began with the first week of Broadcast September 3, 2003 and ended with the last full week of Broadcast on August 27, 2004. **THE PLAINTIFF'S BROADCAST ONE FULL WEEK ON THE "ROLLED OVER" CONTRACT FROM AUGUST 29, 2004 THROUGH SEPTEMBER 3, 2004!!! (see Exhibit " √ ")**

The WERE 1300 AM Time Broker Contract provided by the Defendants to the Plaintiffs included the following:

"The Station reserves the right to change program times **WITH REASONABLE NOTICE.**

(a) This One (1) Year Agreement may be terminated by either party at **THIRTEEN WEEK INCREMENTS WITH WRITTEN NOTICE SENT BY CERTIFIED OR REGISTERED MAIL FOUR (4) WEEKS PRIOR TO THE END OF A THIRTEEN (13) WEEK PERIOD.**

(b) However, that this agreement may be terminated by Radio One, Inc. at any time and without notice if, in it's opinion or that of it's Counsel this agreement or any portion thereof is, or may be in violation of State or Federal Law with rules, regulations, policy and/or decisions of the FCC, or it's Time Broker's Programming is deemed by Radio One, Inc. to likely place the Stations License in jeopardy at the FCC.

This agreement may not be changed, altered, or **"MODIFIED EXCEPT IN WRITING."**

2. PLAINTIFFS ENTERED INTO A NEW ONE (1) YEAR CONTRACT BEGINNING JANUARY 30, 2004.

Defendant's Employees and Representatives, Bevins and Glover acknowledge that the original contract was cancelled and rewritten on January 30, 2004. This one year contract would have continued through January 2005, and prohibited the Defendant from cancelling the Program on September 6, 2004!!! (see Exhibit "V") When the first modification of the original agreement occurred the Contract was rewritten and assigned a new contract number on or about January 30, 2004. This new contract increased the Broadcast Hours and again provided the Plaintiffs with a Fifty-Two (52) week renewed contract expiring January 30, 2005. All subsequent billing statements identified the REWRITTEN CONTRACT APPROVED BY DAVID BEVINS VICE PRESIDENT OF RADIO ONE, INC., OF JANUARY 30, 2004 BY ITS NEW CONTRACT NUMBER

3. THE ORIGINAL CONTRACT WAS MODIFIED BY THE SEVERAL WRITTEN "BROADCAST CONTRACTS" ALL OF WHICH CONTAIN NOTIFICATION REQUIREMENTS TO TERMINATE.

The Defendant created their own "Broadcast Contracts" acknowledged as a Contract by Defendants Representatives David Bevins, Bill Glover, and their Expert Witness Mike McVay, as a

Contract "modification" of their previous agreement in effect. The last of these **"BROADCAST**

CONTRACTS" called for a term beginning February 2, 2004 for **THIRTEEN (13) WEEK PERIODS ENDING OCTOBER 1, 2004**. Even the Defendant's own documents acknowledged that the established in house records were for the Program to Broadcast to and through October 1, 2004.

The "Broadcast Contract" had been again rewritten for new terms and conditions including expansion of the program in increments of additional hours. The program originally had begun as a Friday (only) program from 10:00 through 11:00 p.m. It expanded initially to Fridays from 10:00 through Midnight. It next expanded by agreement with the Defendant to Friday from 9:00 until Midnight. This expanded further to Monday through Thursday from 11:00 until Midnight and Fridays from 9:00 until Midnight a total of Seven (7) Hours per week. In these Four (4) separate modifications of the original One (1) Hour agreement the Defendants Representative Bill Glover identified that the **"NEW CONTRACT"** was in effect and that the Broadcast of "Politically Damned" Talk Radio would continue as long as there "was payment in advance for the time purchased." He identified that he was never instructed to inform

the Plaintiffs contrary to this agreement that had been the custom and practice between the parties since the onset of the agreement. The Plaintiffs made payment in advance for the future time by leaving the check with the Defendants Employee (Board Operator) on the Friday before the next Two (2) week Broadcast. As the program became a "break out success" it was the expectation of the Plaintiffs that the program would continue through the "roll over" of the original agreement and/or with the modifications, in writing, that had been the oral agreement reduced to written "Broadcast Contracts" between the parties. Throughout this same period the Plaintiffs had received the modifications by written acknowledgement and titled as "Broadcast Contracts." Each of these Broadcast Contracts called for additional notices for cancellation.

As of September 6, 2003, this agreement continued in full force and affect without indication of termination through September 6, 2004. A period of Fifty-Four (54) weeks Broadcast. September 6, 2004 represented the Fifty-Fourth (54th) week of Broadcast of "Politically Damned" Talk Radio. On this date, David Bevins contacted the Plaintiffs approximately Two (2) Hours before the Labor Day Holiday Broadcast and notified them that their program was terminated. There was no

written notice at any time regarding this termination. Plaintiffs were notified that they would be arrested if they appeared on the premises to Broadcast "Politically Damned" Talk Radio. *The CLEVELAND PLAIN DEALER* reported that Abe Foxman, National Chairman of the Anti-Defamation League demanded that the program be cancelled and it was, SUMMARILY AND WITHOUT NOTICE!!!!

4. THE CONTRACT BETWEEN PLAINTIFFS AND DEFENDANTS CALLED FOR A TWO WEEK PREPAYMENT THAT WAS MADE IN FULL BY PLAINTIFFS TO DEFENDANTS.(see Exhibit "V") AT ALL TIMES THE DEFENDANT'S EMPLOYEES AND REPRESENTATIVES BEVINS AND GLOVER ACKNOWLEDGE THAT THE 'CUSTOM AND PRACTICE' OF THE PARTIES WAS FOLLOWED FULLY BY THE DEPOSIT OF A TWO (2) WEEK ADVANCE PAYMENT ON SEPTEMBER 3, 2004 FOR BROADCAST SEPTEMBER 6, 2004 THROUGH SEPTEMBER 17, 2004.

It is acknowledged that payment was made in the amount of Eighteen Hundred Dollars ($1,800.00) for the two (2) week period of September 6, 2004 through September 17, 2004.

The payment "in advance" for the weeks through 9-17-04 in the amount of Eighteen Hundred Dollars ($1,800.00) was paid and accepted in the ordinary manner as was the custom and practice between the parties on September 3, 2004. The exchanges by E-Mail between David Bevins and Sales Manager, Bill Glover verified the acceptance of the check in the amount of Eighteen Hundred Dollars ($1, 800.00) on September 3, 2004 **AND SCHEDULED THE SHOWS THRU OCTOBER 1, 2006**. It was subsequently returned un-cashed on September 9, 2004 by Sales Manager, Bill Glover. This payment was made in the identical manner as all payments throughout the duration of the relationship between Plaintiffs and Defendants.

The Defendant denied successfully, **CONTRARY TO THE STANDARDS OF SUMMARY JUDGMENT LAW,** through the Ohio Courts that any contract was in effect between the parties contrary to all law, rule, and the testimony of Defendants **OWN** Employees and Representatives Bevins, Glover and their Expert, Michael McVay. **It is only the demand of Abe Foxman, National Chairman of the Anti-Defamation League that removed the Plaintiffs and his claims of "The Worst Anti-Semitism that I have ever heard", all of which was untrue.**

II.

The Fourteenth Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same Standard of Freedom of Speech for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

> ***Free speech can be regulated only as to "time, place and manner." State v Miller, 83 N.J. 402, 416 A.2d 821 (1980): Capitol Movies, Inc. v City of Passaic, 194N.J. Super.298, 476 A.2d 869 (App. Div. 1984) Regulations meet this requirement only if they survive a three prong test,***

> ***namely, they must: (1) be justified without reference to the content of the regulated speech; (2) serve a significant governmental interest by the least restrictive possible means; and(3) leave open ample alternative channels for the communication of the information. Erzonznik v City of Jacksonville, 422 U.S. 205, 95 S.Ct. 2268 45 L.Ed.2d 125 (1975); State v Miller, supra.***

It was only the demand of Abe Foxman, National Chairman of the Anti-Defamation League that removed the Plaintiffs from their "highly" successful Radio Program with his claims that it was "The Worst Anti-Semitism that I have ever heard", all of which was untrue.

> **We have no doubt that moving pictures, like newspapers and radio are included in the press whose freedom is guaranteed by the First Amendment. *U.S. v Paramount Pictures*, 334 U.S., 1311, 166, 68 S.CT., 915, 933 92 L.Ed. 1260 (1948).**

In this case, it was only the demand of Abe Foxman, National Chairman of the Anti-Defamation League that removed the

Plaintiffs from their broadcast contract with his claims that it was "The Worst Anti-Semitism that I have ever heard" and his demand that "Politically Damned' Talk Radio be removed from the air, that cancelled the broadcast. The Trial Court was intimidated by the power of these Jews. The Eighth District Court of Appeals decision was a mockery of justice and **OVERRULED THE STANDARD OF SUMMARY JUDGMENT IN THE STATE OF OHIO AND AS PLAINTIFF/APPELLANT HAD BEEN PREVIOUSLY AND SUBSEQUENTLY HELD BY THE UNITED STATES SUPREME COURT!!!! The ADL demanded the cancellation and the Ohio Courts censored what was falsely alleged to be "ANTI-SEMITISM'.**

III.

The **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a

Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same Standard of Jurisdiction of the Eighth District Court of Appeals when no Final Order was issued or otherwise when the language of "no just reason for delay" pursuant to Rule 54(B) was not included, for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

> { ¶ 18 } "Subject-matter jurisdiction is a Court's power over a type of case. It is determined as a matter of law and, once conferred, it remains." *Pratts v. Hurley*, 102 Ohio St. 3d 81, 2004-Ohio-1980, 806 N.E. 2d 992, at ¶ 34; see, also, *Morrison v. Steiner (1972)*, 32 Ohio St. 2d 86, 61 O. O. 2d 335, 290 N.E. 2d 841,paragraph one of the syllabus ("Subject-matter jurisdiction of a Court connotes the power to hear and decide a case upon its merits"). Jurisdiction is a condition precedent to a Court's ability to hear a case. *State ex rel. Tubbs Jones v.*

Suster (1998), 84 Ohio St. 3d 70, 75, 701 N.E. 2d 1002.

"If a Court acts without jurisdiction, then any proclamation by that Court is void." *Id.*, citing *Patton v. Diemer (1988),* 35 Ohio St. 3d 68, 518 N.E. 2d 941. A jurisdictional defect cannot be waived, and it may be raised for the first time on Appeal. *State ex rel. Tubbs Jones* at 75, 701 N.E. 2d 1002; While we note that the State Appealed only Case No. CR-430754 and not Case No. CR-432856, we find that this decision is applicable to both cases because subject matter jurisdiction cannot be waived and may be raised by a reviewing Court Sua Sponte. *State v. Lomax,* 96 Ohio St. 3d 318, **STATE v. HILL, 160 Ohio App. 3d 324 (2005).**

Although Liberty Life did not raise its jurisdictional argument before the Probate Division, it is well settled that a Lack of subject matter jurisdiction may be raised at any time, even for the first time on Appeal. *Jenkins v. Keller (1966),* 6 Ohio St. 2d 122, 126

Furthermore, it is well settled that, where a Court has no jurisdiction over the subject matter of an action, a challenge to

jurisdiction on such ground may effectively be made for the first time on Appeal in a reviewing Court. 3 Ohio Jurisprudence 2d 48, 49, Section 189; *Baltimore & Ohio Rd. Co. v. Hollenberger*, 76 Ohio St. 177, 81 N.E. 184; *Industrial Commission v. Weigand*, 128 Ohio St. 463, 191 N.E. 696.

As an initial matter, it is well established that the defense of lack of subject matter jurisdiction can never be waived. *In re King (1980)*, 62 Ohio St. 2d 87. Objections based upon lack of subject matter jurisdiction may be raised at any stage of the proceedings, *In re Byard (1996)*, 74 Ohio St. 3d 294, 296; may be raised for the first time on Appeal, *Jenkins v. Keller (1966)*, 6 Ohio St. 2d 122, paragraph five of the syllabus; or may be attacked collaterally, *State v. Shrum (1982)*, 7 Ohio App. 3d 244, 245.

The Eighth District Court of Appeals took on this case without jurisdiction as the Trial Court made its 'final' entry without addressing all of the named and served Defendants. This was ignored by the Ohio Courts because of the influences of the ADL as this was an intentional act of censorship of the Plaintiffs at **the demand of Abe Foxman, National Chairman of the Anti-Defamation League . The Trial Court** was intimidated by

the power of these Jews. The Eighth District Court of Appeals decision was a mockery of justice and **OVERRULED THE STANDARD OF JURISDICTION IN THE STATE OF OHIO. The ADL demanded the cancellation and the Ohio Courts censored what was falsely alleged to be "ANTI-SEMITISM'.**

IV

The **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedents of the State of Ohio require the Cuyahoga County Court of Common Pleas, the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the Standard of Law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Enforcement of Contract Law** to all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

In Ohio, the essential elements of a cause of action for breach of contract are:

1) The existence of an enforceable contract; 2) The performance of the contractual obligations by the party seeking relief; 3) Breach of failure to fulfill contractual obligations by the other party; and 4) Damages suffered by the party seeking relief as a result of the breach .*Energy Marketing Services, Inc. v. Homer Laughlin China Co.,*

186 F.R.D. 369 (S.D. Ohio 1999); Garofalo v. Chicago Title Ins. Co., 104 Ohio App. 3d 95 (Cuyahoga Cty. 1995); *Episcopal Retirement Homes, Inc. v. Ohio Dept. Of Indus. Relations, 61 Ohio St. 3d 366, 369 (1991).*

A contract was in existence and was agreed to by all parties. If he Plaintiffs position was that the original "fifty-two week" contract was in full force and effect, then when it rolled over and became a new one year contract the time would have continued from the end of the fifty-two week period Thursday, August 27, 2004 thru August 26, 2005.

The broadcast of a fifty-third week from August 30th through September 3rd represented a "roll over" of the contract for the period of one additional year. (See attached Exhibit "V")

Further, the separate contract rewritten as a new contract between the parties (Bevins Deposition Transcript Page 220 Lines 19-25, began a rewrite of the old contract designating a new contract number period and cost period. This was further modified by the "Broadcast Contracts" that were issued subsequent to that date, that in all reflected the rewritten contract by hours, terms, and duration.

At the time that the Plaintiffs were terminated from their on-the-air broadcast they had made payment of Eighteen Hundred Dollars ($1,800.00) on September 3, 2004 for their continued... **"NO LESS THAN TWO WEEK"** further duration of broadcast. This payment and Agreement was conducted as had been the 'custom and practice' of the parties.

Regardless of how this matter is reviewed, it would take an extraordinary stretch of the imagination to find that the original "fifty-two week time broker contract" was in full force and effect contrary to all of the written modifications thereof as well as the performance modifications thereof. There can only be one conclusion. The Defendants "version" of the facts is not consistent with the written documentation and sworn testimony.

The Affidavit of David Bevins is substantially contrary to his phone recorded statements as well as his Deposition testimony.

"Oral modification of a written contract must be supported by new and distinct consideration."*Thurston v. Ludwick (1856) 6 Ohio St. 1 Coldwell banker Residential Real Estate*

Services v. Sophista Homes, Ins. (1992)Ohio App. Lexis 5474 .

Clearly an exchange of funds for additional time demonstrates adequate consideration for modifications as indicated herein.

> **"The Appellants conceded that a written contract may be orally amended if the oral amendment has the essential elements of a binding contract.**
>
> ***Richman Builders v. Tome 88 Ohio App. 520, 100 N.E. 2d 433;Rudlidge v. Abeco Financial Services, 1980 Ohio App. Lexis 13610 .***

The modified agreement is not only orally amended but it was supported by the so called "Broadcast Contracts", written documents prepared by the Defendants and submitted to the Plaintiffs. The oral aspect of the agreement therein modified was subsequently reduced to written confirmation

by the Defendants and ratified by both parties in their performance of the terms required therein.

"The reasonable contract for contract performances not measured by hours, days, weeks, months or years, but is to be determined from the surrounding conditions and circumstances which the parties contemplated at the time the contract was executed. *Miller v. Bealer (1992), 80 Ohio App. 3d 180, 182, 608 N.E. 2d 1133 citing Turner Brooks of Ohio, Inc. V. Bowling Green State University (1989), 51 Ohio Misc. 2d 1, 3, 554, N.E.2d 956; Troy Carrocce v. Michael P. Shaffer 1999 Ohio App. Lexis 4845* .

In the Defendant's Brief he argued that no enforcable written contract existed between the parties. We now know that is not true. The Defendants allege that the "oral amendment" must have essential elements of a binding contract. We know that the modifications with adequate consideration met all of the essential elements of a binding contract. The allegations that a oral contract extending beyond one year is barred by the Statute of Frauds is patently inaccurate as the dates of modification are January 30, 2004, May 14, 2004 and September 3, 2004. The time of the termination with regard to this matter is well within the "one year" provision. From the Ohio Revised Code Section 1335.05;

> No action shall be bought whereby to charge the Defendant...Upon an agreement that is not to be performed within one year for the making thereof...Unless the agreement upon which such action is brought or some Memorandum or note thereof, is in writing and signed by the party to be charged therewith...

Defendants in their own construction identify the modification terms and conditions as their **"BROADCAST CONTRACT".** No amount of oral Affidavit or discussion can redefine the terms **"BROADCAST CONTRACT"** to subsequently mean a simple billing statement. At all times the Defendants have **ONLY ALLEGED THAT THE CONTRACT EXPIRED AND WAS NOT RENEWED. EVEN THE DEFENDANTS' EMPLOYEE BEVINS ACKNOWLEDGED THAT MORE THAN ONE CONTRACT EXISTED.** David Bevins on the taped conversation admits that there was more than one contract ***contrary to the representations of his lawyers on behalf of the Defendants;***

> ***(Bevins) Well, what's going on is we had a 52-week agreement that Abe had signed that expired on September 5th, which was yesterday, so that***

Agreement has expired, which we were no longer going to

Renew and continue the show based on that agreement expiring. The other Situation is the other (agreements) –the other programs that were on the air were day-to-day, week-to-week, type of a program which we

Decide that we were no longer going to have aired on our radio station.

So, we decided to take the opportunities, since the contract expired

yesterday, to basically end the relationship between your program and

WERE.

(Watson) I see. Well, actually, I'm a little bit confused, because the original Agreement was modified, it was originally for an hour, and then that modified to turn into every week and even before the contract expired, Abe had paid up for the next two weeks.

(Bevins) Well, the original agreement was a 52 week program that was for Friday.

(Watson) Yeah, but just one hour.

(Bevins) Right. And then, and then, and then other, hours or programming

That was part of that were a day-to-day week-to-week type of situation which we allowed to have happened based on pre-payments and it was in– and even in the agreement it states that we, at the station, can terminate the agreement as we see fit basically at any time.

Phone trans Page 10 Line 3-25, Page 11 Line 1-6.

(Watson) Two Contracts or One Contract?

(Bevins) It is two different sales orders that generated two contracts.

Bevins Trans. Pg. 203 Lines 6-8

(Ayad) And, the extra time we purchased, that these modifications to

the contract, are they written anywhere? Do we have any written notice of them?

(Glover) Well, just I mentioned before, you would receive something in the mail letting you know that you had purchased those.

(Ayad) Would that be the Broadcast Contract?

(Glover) That's what they're labeled as; yes.

Glover Trans. Pg. 545 Lines 20-25 Pg. 546 Line 1-4

(Watson) Q. Okay, Was there any written agreement that sold us the additional time?

(Bevins) A. No.

Q. And there was never any subsequent ratification of any expanded time either, right?

A. No.

Q. Because these additional days were not under any written contract of any kind: is that a fair statement?

A. That's correct.

Bevins Trans. P. 164 L. 12-21.

(Watson) Q. Didn't you say that there's an additional document that identifies the purchase of additional time that's not included in this (original contract)Agreement?

(Bevins) A. This document represents shows that were purchased: yes.

Bevins Trans. P. 172 L. 8-12.

Bevins goes on to explain that the written modification of the original

agreement has a new start time and ending date.

(Watson) Q. Okay, Now, there is a start time on the document that you are referring to; is it not?

(Bevins) A. Yes.

Q. And what date is that?

A. This document has February 6th (2004).

Q. Okay, and there's and end time on that document; when is that? In the top

part right next to February 6th (2004), let's look at that. That's what I am referring to.

A. *ON THE END DATE, IT SAYS "10/1" (2004).*

Bevins Trans. P. 172 L. 14-25 (PARENS ADDED)

(Watson) Q. This document that has a start date of February 6th, 2004 and an end date of October 1st, 2004 is produced by you and your organization; isn't that correct?

(Bevins) A. This sales order is created from our system.

Bevins Trans. P. 173 L. 9-14.

(Watson) Q. This document representing the purchase of the time that was not included in the original agreement has on it a start date and an end reflecting February through October; (2004) is that not correct?

(Bevins) A. That is the dates the document has.

Bevins Trans. P. 176 L. 22-25, P. 177 L. 1.

(Watson) Q. Well, it says here, "cancelled". What were you cancelling, if there wasn't an agreement in effect?

(Bevins) A. Because Bill had put in additional programs.

Q. They had been paid for; hadn't they?

A. They had been paid for; that's correct.....

Q. ....We had an agreement that the shows had to be paid for in advance?

A. That is part of the Time Broker agreement.

Q. All right. Well where does it say that on this document, pay in advance; if it does, it might, just tell me if it says that (**referring to the original 9-3-03 Contract**).

A. I DON'T BELIEVE IT SAYS THAT ON YOUR AGREEMENT..

Bevins Trans. P. 180 L. 18-25 (PARENS ADDED)

Bevins goes on to explain further:

(Bevins) A. The contract that is reflected on your WERE Time Broker Agreement

Started September 3rd, I believe, and it was in the first contract that was entered was an one-week contract. ***THAT ONE CONTRACT HAD BEEN REVISED TEN TIMES OR ACTUALLY, IT WAS MOVING FORWARD AS PART OF THE PREPAYMENT PLAN. So every time you prepaid, we added weeks to the schedule.***

Bevins Trans. P. 207 L. 5-12 (emphasis added)

(Bevins) A. And that first contract that we had started September 3rd and went through the entire length of the agreement, ***BUT BECAUSE IT WAS PREPAID, THAT ORIGINAL CONTRACT WAS MODIFIED EVERY TIME YOU PAID, BUT THERE WAS A DATE OF January 30th that you did not pay us, which we then ended that contract ....which created a new contract number.***

Bevins Trans. P. 208 L. 18-25 (emphasis added)

(Watson) Q. Now, Sir, with regard to these changes that you referred to as modifications, are they identified in the

document entitled "Broadcast Contract" as modified--modifications?

(Bevins) A. It shows in the last ---when the contract was changed.

Bevins Trans. P. 220 L. 19-25

Further, the Defendant's Employees were determined to be within the course and scope of their Employment with the Defendant Radio One, Inc., by this Honorable Court's Order of 11-22-05.

"Plaintiffs' claim for Breach of Contract is the only claim that survives Defendant's Motion for Judgment on the Pleadings. Accepting Plaintiffs' allegations as true, as this Court must for the purpose of ruling on a Motion for Judgment on the Pleadings, he Court finds that Plaintiffs have plead a Cause of Action for Breach of Contract for Breach of an Oral Contract that modified and extended a written agreement between the Parties. The Court finds that Plaintiffs' Breach of Contract claim applies only to Corporate Defendant Radio One, Inc. Plaintiffs' Breach of Contract claim does not apply to any of the Individual

Defendants because, as a matter of law, individual liability should not be extended to Corporate Representatives acting in their Corporate Capacity." Brahim (Abe) Ayad, et al . Vs. Radio One, Inc., et al. Judge Coyne 11-28-2005

In spite of this evidence the Trial Court held (after the intimidation by the ADL) that reasonable minds could only conclude that Defendants were entitled to Summary Judgment in their favor...UNBELIEVABLE!!!

(Watson) Two Contracts or One Contract?

(Bevins) It is two different sales orders that generated two contracts.

Bevins Trans. Pg. 203 Lines 6-8

(Watson) Q. This document that has a start date of February 6th, 2004 and an end date of October 1st, 2004 is produced by you and your organization; isn't that correct?

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Bevins Trans. P. 173 L. 9-14.

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(Bevins) A. Because Bill had put in additional programs.

Q. They had been paid for; hadn't they?

A. They had been paid for; that's correct.....

Q. ....We had an agreement that the shows had to be paid for in advance?

A. That is part of the Time Broker agreement.

Q. All right. Well where does it say that on this document, pay in advance; if it does, it might, just tell me if it says that **(referring to the original 9-3-03 Contract)**.

A. I DON'T BELIEVE IT SAYS THAT ON YOUR AGREEMENT.

Bevins Trans. P. 180 L. 18-25 (PARENS ADDED)

Bevins goes on to explain further:

(Bevins) A. The contract that is reflected on your WERE Time Broker Agreement Started September 3rd, I believe, and it was in the first contract that was entered was an one-week contract. ***THAT ONE CONTRACT HAD BEEN REVISED TEN TIMES OR ACTUALLY, IT WAS MOVING FORWARD AS PART OF THE PREPAYMENT PLAN. So every time you prepaid, we added weeks to the schedule.***

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(Watson) Q. Now, Sir, with regard to these changes that you referred to as modifications,

are they identified in the document entitled "Broadcast Contract" as modified--modifications?

(Bevins) A. It shows in the last ---when the contract was changed.

Bevins Trans. P. 220 L. 19-25

And yet the Defendants' Counsel continued to allege ***only One Contract existed,*** the Court held that 'to the standard required by Summary Judgment law', the Defendants were entitled to Summary Judgment of this issue of whether a contract existed. There was no doubt that the Defendants, Radio One by and through its employees received payment of the Plaintiffs' check for the Broadcast of "Politically Damned" Talk Radio for the two week period beginning September 3rd through September 17th 2004 (see attached Exhibit "___" check No. 2450 issued to and received

by the Defendants on 9-3-04 in the amount of Eighteen Hundred Dollars ($1,800.00). This was acknowledged to have been received by the Defendants' Agents in the usual course and scope of delivery, custom and acceptance.

(Watson) **Q. Okay, Now, at the time---I asked you before about whether or not any program had been cancelled for non-payment and there's been some, correct?**

(Bevins) **A. Yes.**

Q. But that was not the case with "Politically Damned" Talk Radio, was it:

It was not cancelled for non-payment?

A. That's correct.

<u>Bevins Trans. P.69, L.19-25 P.70, L 1-6.</u>

(Watson) **Q. You've indicated that you have contracts with people. They do expire on some occasion. When they expire, what do you do ordinarily?**

(Bevins) **A. Well, it is at our discretion, if we want to renew the agreement or no longer have them on the air.**

Q. I got it. But, you've told us earlier that you never terminated anyone at the end of their contract ever before, EXCEPT "POLITICALLY DAMNED"

TALK RADIO: THAT'S WHAT YOU TOLD US, RIGHT?

A. That is correct.

Bevins Trans. P. 76 L. 14-25

(Bevins) **A. Well, I have not terminated a program or ended a contract other than Politically Damned.**

Bevins Trans. P. 82 L. 23-24

(Hlavaty) **Mr. Ayad had apparently tendered a check for another two week period. The Friday evening, September 3rd, after his show, he gave it to a Board Operator. Your Honor, a Board Operator typically is a young gentleman or woman who works the evening hours, acts merely as a Clerk**

> or Messenger, took the money, turned it into the Station. Once the Station realized it had the check, it ***immediately returned*** it to Mr. Ayad.
>
> ***September 14, 2004 Temporary Restraining Order Hearing Transcript Page 23 Line 7-15.***

At the time that this statement was made in open Court, Counsel well knew that this was the custom and practice of the Parties with regard to payment for the Radio Broadcast. Further, **THE CHECK WAS NOT RETURNED UNTIL SEPTEMBER 9, 2004 AFTER THE PROGRAM HAD BEEN TERMINATED.** It was not immediately returned as was falsely alleged by Counsel. Mr. Hlavaty further falsely presents to this Honorable Court as follows:

(Hlavaty) Your Honor handing you what has been marked as Defendants Exhibit "A" that is a written Contract that was entered into between Radio One and Mr. Ayad back in September of 2003, and you will see, in the very first paragraph it says it begins on September 5, 2003 and runs for a

period of fifty-two weeks. The Contract, expired on or about September 5, 2004, and Radio One simply decided not to re-execute, re-up, or renew the Contract. ***September 14, 2004 Temporary Restraining Order Hearing Transcript Page 21 Line 8-16(see Exhibit" ")***

However, at this time Mr. Hlavaty knew that this Contract was for **FIFTY-TWO (52) WEEKS with the first week being September 1-5, 2003.** The Defendants themselves agree that the fifty-two (52) week period began with the week of September 1- 5, 2003. THERE IS NO DOUBT THAT "POLITICALLY DAMNED' TALK RADIO'S ' (52) FIFTY TWO WEEK ORIGINAL AGREEMENT HAD EXPIRED WITH THE AUGUST 27, 2004 FRIDAY BROADCAST AND THAT THEY HAD BROADCAST A FIFTY THIRD (53rd) WEEK AUGUST 30, 2004 THRU SEPTEMBER 3, 2004 ON NO LESS THAN THE ROLLED-OVER NEXT FIFTY-TWO(52) WEEKS OF CONTRACT!!!

(Ayad) Q. So how does WERE add 52 weeks?

(Bevins) A. We would look at the--I mean, like, for instance, if you had a Saturday

and Sunday show, it would be 52 Saturdays and Sundays; and if you had a Monday thru Friday show, it would be 52 Monday thru Friday Shows.

Bevins Trans. P. 526 L. 17-25

By any calculation, (See Exhibit "___" Calendar 2003-2004), when the first week of broadcast is September 1-5, 2003 ***FIFTY-TWO (52) WEEKS OF BROADCASTS ENDED THE WEEK OF AUGUST 23,-27, 2004 AND EVEN BY THE DEFENDANTS' OWN FLAWED DEFENSE THE ORIGINAL CONTRACT HAD ALREADY ROLLED OVER!!!***

(Watson) Q. I said this contract is in writing, this money exchange, and there's a meeting of the minds for the original one hour per week; isn't that right?

(Bevins) A. Yes.

Q. Everybody agrees it's one hour. Now when it changed to more hours, what I'm asking sir, is did you give any written notice to Abe as to when the additional hours would end, written notice as to when they would end?

A. No.

Q. Okay. So while you assumed on your part, from what you are testifying to that the additional hours would end on September 3rd, is there any way that you communicated and agreed with Abe that those additional hours would end on September 3rd?

A. Yes. I called him on September 6th and explained to him that we were not renewing his agreement.

Q. Okay, so the first time Abe had any notice that his additional hours would end on September 3rd was on September 6th?

A. That's correct.

Bevins Trans. P. 529 L. 14-25 ,530 L.1-11

The Defendants Counsel, however, in open Court falsely stated that the Contract for Broadcast of "Politically Damned" Talk Radio had expired.

(Watson) Q. I got it. So once you heard that on those tapes is when you immediately cancelled us?

(Bevins) A. Once I heard your content of your program and the focus of your program, I decided that we would ***no longer extend your contract and would execute the termination clause in the contract.***

Bevins Trans. P. 145 L. 2-8

(Watson) Q. ...Did you send notice to Politically Damned, Abe or myself, that you intended to terminate the contract?

(Bevins) A .No. We did not terminate the contract, the contract expired, and we took that opportunity to no longer continue our relationship..

Bevins Trans. P. 189 L. 7-16.

(Watson) Q. Well, let me make sure I understand it. Now, Politically Damned didn't know you weren't continuing (the broadcasts) beyond September 3rd. Bill Glover didn't know. Your radio operator didn't know. Nobody knew, except you.

(Bevins) A. And Linda Vilardo.

Bevins Trans. P. 190 L. 19-25 (PARENS ADDED)

It is not difficult to Count the number of weeks beginning with the week of September 1- 5, 2003, which show that the fifty second(52nd) week expired at the conclusion of the week of broadcast August 22nd through August 28th, 2004 (see Exhibit " ___ " Calendar 2003-2004). For that entire weekly Politically Damned broadcast Monday through Friday as a week broadcast.

"Politically Damned" Talk Radio continued a full weeks broadcast from August 29th, 2004 through September 3rd, 2004 Monday through Friday. THIS WAS WEEK NUMBER FIFTY-THREE (53) OF BROADCAST FOR "POLITICALLY DAMNED" TALK RADIO AND WAS NO LESS THAN A ROLL OVER OF A FIFTY –TWO (52) ADDITIONAL WEEK AGREEMENT. THIS WAS REPRESENTED AS BEING IN EFFECT, BY ALL DEPOSED DEFENDANTS' EMPLOYEES, BY THIS CONTINUED BROADCAST. THIS FACT AND THAT THERE WAS A RECEIPT OF FUNDS FOR THAT PERIOD (August 29, 2004 thru September 3, 2004) and two weeks in advance for the period of September 6, 2004 thru September 17, 2004 further supports the Plaintiffs' position.

As both Bevins and Glover acknowledge that there had never been a Time Brokered Contract with Radio One, at any time, that did not roll over automatically in its operation, it is clear that the same circumstances **SHOULD HAVE** applied to the Plaintiffs **ALSO, BUT DID NOT!!!** While the Defendants allege that they "immediately" returned the check received on September 3rd at the conclusion of the **FIFTY-THIRD (53RD) WEEK,** there was no question as to the receipt of payment in full and broadcast through week number fifty-three(53) (see Exhibit "__" with weeks numbered). Further, it is clear that the original Contract beginning September 3, 2003 was reissued as a new Contract with new terms, conditions, payment dates and expiration dates. As of January 2004 it contained a new Contract number and was titled, **"BROADCAST CONTRACT",** a copy of which is attached hereto and incorporated by reference as Exhibit "___". All of these terms and conditions continued to rotate on a thirteen week basis by the position of the Defendants and payment by the Plaintiffs. There is no doubt that these circumstances existed. These statements identify clearly that there was more than one contract in effect between the parties. Further proof that a new contract was rewritten for a 12 month period beginning January 2004 through January of 2005 was attached to the

Affidavit of Brahim (Abe) Ayad. **Section 201(2) of the Restatement of Law 2d, Contracts (1979)**, provides:

> **Where the parties have attached different meanings to a promise or agreement or a term thereof, it is interpreted in accordance with the meaning attached by one of them if at the time the agreement was made a) that party did not know of any different meaning attached by the other, and the other knew the meaning attached by the first party; or(b) that party had no reason to know of any different meaning attached by the other, and the other had reason to know the meaning attached by the first party. LaCONTE ENT. v. CUYAHOGA CTY., 145, App. Ohio216 (2003)**

EVEN THE DEFENDANT BEVINS ACKNOWLEDGES THAT MORE THAN ONE CONTRACT EXISTED. David Bevins on the taped conversation admits that there was more than one contract ***contrary to the representations of his lawyers on behalf of the Defendants;***

> ***(Bevins) Well, what's going on is we had a 52-week agreement that Abe had signed that expired on September 5th,***

which was yesterday, so that Agreement has expired, which we were no longer going to renew and continue the show based on that agreement expiring. The other situation is the other (agreements) –the other programs that were on the air were day-to-day, week-to-week, type of a program which we decide that we were no longer going to have aired on our radio station.

So, we decided to take the opportunities, since the contract expired yesterday, to basically end the relationship between your program and WERE.

(Watson) I see. Well, actually, I'm a little bit confused, because the original

Agreement was modified, it was originally for an hour, and then that

Got modified to turn into every week and even before the contract expired, Abe had paid up for the next two weeks.

(Bevins) Well, the original agreement was a 52 week program that was for Friday.

(Watson) Yeah, but just one hour.

(Bevins) Right. And then, and then, and then other, hours or programming

That was part of that were a day-to-day week-to-week type of situation we allowed to have happened based on pre-payments and it was in– and even in the agreement it states that we, at the station, can terminate the agreement as we see fit basically at any time.

Phone trans Page 10 Line 3-25, Page 11 Line 1-6.

(The Court) However, I do believe that the issues of whether the contract at all was breached, be it oral or written, is a question of fact for a Jury,...

Transcript Page 34 Line 17-20. Judge William J. Coyne 9-14-04

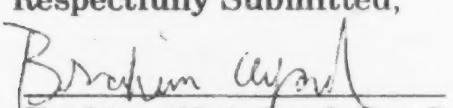
These abhorrent determinations by the Ohio Courts reflect that **it was only the demand of Abe Foxman, National Chairman of the Anti-Defamation League that removed the Plaintiffs from their broadcast contract with his claims that it was "The Worst Anti-Semitism that I have ever heard" and his demand that "Politically Damned' Talk Radio be removed from the air, that cancelled the**

broadcast. The Trial Court was intimidated by the power of these Jews. The Eighth District Court of Appeals decision was a mockery of justice and OVERRULED THE STANDARD OF SUMMARY JUDGMENT IN THE STATE OF OHIO AND AS HAS BEEN PREVIOUSLY AND SUBSEQUENTLY UPHELD BY THE UNITED STATES SUPREME COURT!!!! The ADL demanded the cancellation and the Ohio Courts censored what was falsely alleged to be "ANTI-SEMITISM'.

CONCLUSION

The Petition for Writ of Certiorari must be granted in the interest of justice and to protect the integrity of the Fourteenth and First Amendments.

Respectfully Submitted,



Brahim (Abe) Ayad, Pro Se
aka "Politically Damned Talk Radio"
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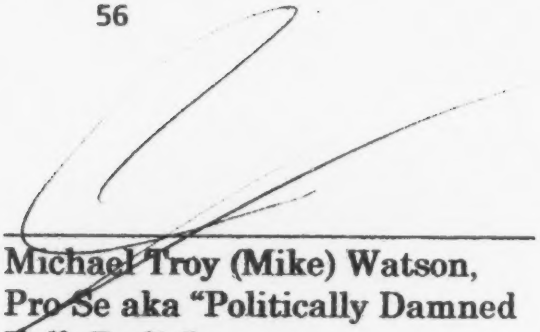

Michael Troy (Mike) Watson,
Pro Se aka "Politically Damned Talk Radio"
1502 East 172nd St
Cleveland, Ohio 44110
(216) 322-4183

Supreme Court, U.S.
FILED

08-3 APR 21 2008

OFFICE OF THE CLERK
William K. Suter, Clerk

No. 08-_____

IN THE SUPREME COURT

OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,

v.
RADIO ONE, INC., et al.
Respondents.

On Petition for a Writ of Certiorari to the

Supreme Court of the United States

APPENDICES AND EXHIBITS TO PETITION FOR A WRIT OF CERTIORARI

BRAHIM (ABE) AYAD, Dba
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APPELLEE

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THE STATE OF OHIO)
) S.S.: Coyne, J.
COUNTY OF CUYAHOGA)

IN THE COURT OF COMMON PLEAS
CIVIL DICISION

BRAHIM (ABE) AYAD, PRO SE DBA " POLITICALLY DAMNED" TALK RADIO, ET AL.,	)	
Plaintiffs,	)	Case No.: CV-542565
-v-	)	
RADIO ONE, INC., WERE RADIO 1300 AM, et al.	)	
Defendants.	)	

- - - - -

TRANSCRIPT OF PROCEEDINGS

- - - - -

Whereupon the following proceedings were had in Courtroom No. 15-D, The Justice Center,

APPENDIX "A"

Cleveland, Ohio, before the Honorable William J. Coyne, on Tuesday, September 14, 2004, upon the pleading filed heretofore.

- - - - -

APPEARANCES:

Michael Troy Watson, Pro Se, and

Brahim Ayad, Pro Se

On behalf of the Plaintiffs;

Joel Hlavaty, Esq. and Larry Conner, Esq.

On behalf of Defendants.

Mary Jean Cooley, RMR
Official Court Reporter
Cuyahoga County, Ohio

TRANSCRIPT P. 34 L. 17-25

However, I do believe that the issues of whether the Contract at all was breached, be it oral or written, is a question of fact for a Jury, and that there are avenues of financial renumeration that can be given to the Plaintiffs if they are successful, as was prayed for in their Complaint, in substantial money damages.

And therefore, considering the entirety of what has been argued to me, and there, by the way was.....

...we were removed from the air is yet to be addressed.

MR. HLAVATY: That's fine.

- - - - -

(Therefore, Defendant's Exhibit A was marked for identification.)

MR. HLAVATY: Thank you.

Your Honor, handing you what has been marked as Defendant's Exhibit A, that was entered into between Radio One and Mr. Ayad back in September of 2003, and you'll see in the very first paragraph it says it begins on September 5, 2003, and runs for a period of 52 weeks

The Contract period expired on or about September 5 of 2004, and Radio One simply decided not to re-execute, re-opt, or renew the Contract.

Now, during the preceding year, there was some additional time sold to Mr. Ayad.

And I will note that all of the exhibits that you received from Mr. Watson have Mr. Ayad's name on them. None of them have Mr. Watson's name on them. All of the checks, all of the invoices were sent—all of the checks came from Mr. Ayad. All of the invoices were sent to Mr. Ayad.

After the Contract began in September of 2003,

CERTIFICATE

- - -

I, Mary Jean Cooley, Official Court Reporter for the Court of Common Pleas, Cuyahoga County, Ohio, do hereby certify that as such reporter I took down in stenotype all of the proceedings had in said Court of Common Pleas in the above-entitled cause; that I have transcribed my said stenotype notes into typewritten form, as appears in the foregoing Transcript of Proceedings; that said Transcript is a complete record of the proceedings had in the Trial of said cause and constitutes a true and correct Transcript of proceedings had therein.

S/.....

Mary Jean Cooley, RMR
Official Court Reporter
Cuyahoga County, Ohio

Gerald E. Fuerst, Clerk of Courts
Court of Common Pleas-Cuyahoga County, Ohio

Case Summary

Case Number:	CV-04-542565
Case Title:	Brahim (Abe) Ayad, et al. vs. Radio One, Inc., et al.
Case Designation:	Contract-Business
Filing Date:	09/10/2004
Judge:	William J. Coyne
Magistrate:	N/A
Room:	N/A
Next Action:	N/A
File Location:	C/A PENDING
Last Status:	INACTIVE
Last Status Date:	03/22/2006
Last Disposition:	DIS. W/ PREJ
Last Disposition Date:	03/17/2006
Prayer Amount:	$.00

APPENDIX "B"

11/28/2005 N/A JE

11-22-05. MOTION OF DEFENDANTS FOR JUDGMENT ON THE PLEADINGS (FILED 8-31-05) IS GRANTED IN PART AND DENIED IN PART. PLAINTIFFS' CLAIM FOR BREACH OF CONTRACTS IS THE ONLY CLAIM THAT SURVIVES DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS. ACCEPTING PLAINTIFFS' ALLEGATIONS AS TRUE, AS THIS COURT MUST FOR THE PURPOSE OF RULING ON A MOTION FOR JUDGMENT ON THE PLEADINGS, THE COURT FINDS THAT PLAINTIFFS HAVE PLEAD A CAUSE OF ACTION FOR BREACH OF AN ORAL CONTRACT THAT MODIFIED AND EXTENDED A WRITTEN AGREEMENT BEWTEEN THE PARTIES. THE COURT FINDS THAT PLAINTIFFS' BREACH OF CONTRACT CLAIM APPLIES ONLY TO CORPORATE DEFENDANT RADIO ONE, INC. PLAINTIFFS' BREACH OF CONTRACT CLAIM DOES NOT APPLY TO ANY OF THE INDIVIDUAL DEFENDANTS BECAUSE, AS A MATTER OF LAW, INDIVIDUAL LIABILITY SHOULD NOT BE EXTENDED TO CORPORATE REPRESENTATIVES ACTING IN THEIR CORPORATE CAPACITY. JUDGMENT IS GRANTED IN FAVOR OF ALL DEFENDANTS

ON ALL REMAINING CLAIMS. PLAINTIFFS CASE MAY PROCEED AGAINST DEFENDANT RADIO ONE, INC ONLY AND UNDER BREACH OF CONTRACT CLAIM ONLY. BOOK 3447 PAGE 0330 11/28/2005 NOTICE ISSUED

APPENDIX "B"

Gerald E. Fuerst, Clerk of Courts
Court of Common Pleas-Cuyahoga County, Ohio

Case Summary

Case Number:	CV-04-542565
Case Title:	Brahim (Abe) Ayad, et al. vs. Radio One, Inc., et al.
Case Designation:	Contract-Business
Filing Date:	09/10/2004
Judge:	William J. Coyne
Magistrate:	N/A
Room:	N/A
Next Action:	N/A
File Location:	C/A PENDING
Last Status:	INACTIVE
Last Status Date:	03/22/2006
Last Disposition:	DIS. W/ PREJ
Last Disposition Date:	03/17/2006
Prayer Amount:	$.00

APPENDIX "C"

03/13/2006 D1 SR	SUBPOENA FOR: MR. TYRONE S. SHABAZZ, SERVED MAR. 7, 2006.
03/13/2006 D1 SR	SUBPOENA FOR: MR. ANTHONY SAHIL BILAL, SERVED MAR. 7, 2006
03/13/2006 N/A OT	MEMORANDUM IN SUPPORT OF MOTION FOR PROTECTIVE ORDER OF BETTYSUE FUER...ALAN M. RAUSS (000888)
03/13/2006 N/A MO	MOTION FOR PROTECTIVE ORDER OF BETTYSUE FUER ALAN M. RAUSS (0000888) 03/29/2006-UNKNOWN
03/10/2006 P2 OT	P2 MICHAEL TROY WATSON RESPONSE TO DEFTS MOTION FOR SUMMARY

	JUDGMENT. PRO SE 9999999
03/10/2006 D OT	DEFENDANT(S) RADIO ONE, INC. (D1) and RADIO ONE, INC. (D2) OPPOSITION TO PLTF'S MOTION FOR SUMMARY JUDGMENT...FILED. JOEL R. HLAVATY 0027005
03/17/2006 N/A/ JE	3-16-06. PLAINTIFFS MOTION FOR SUMMARY JUDGMENT DENIED. DEFT. RADIO ONE, INC.'S MOTION FOR SUMMARY JUDGMENT GRANTED. THE COURT, HAVING CONSIDERED ALL THE EVIDENCE AND HAVING CONSTRUED THE EVIDENCE MOST STRONGLY IN FAVOR OF THE NON-MOVING PARTY, DETERMINES THAT REASONABLE MINDS CAN COME TO BUT ONE

CONCLUSION, THAT THERE ARE NO GENUINE ISSUES OF MATERIAL FACT, AND THAT DEFT. RADIO ONE IS ENTITLED TO JUDGMENT AS A MATTER OF LAW. ALL OTHER MOTIONS DENIED AS MOOT. FINAL. COURT COST ASSESSED TO THE PLAINTIFF(S). BOOK 3512 PAGE 0266 03/17/2006 NOTICE ISSUED

Court of Appeals of Ohio
EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 88031

BRAHIM (ABE) AYAD, DBA POLITICALLY DAMNED TALK RADIO, ET AL.

PLAINTIFF-APPELLANTS

vs.

RADIO ONE, INC., ET AL.

DEFENDANT-APPELLEE

JUDGMENT:
AFFIRMED

Civil Appeal from the
Cuyahoga County Court of Common Pleas
Case No. CV-04-542565

BEFORE: Boyle J., Kilbane, P.J., and Blackmon, J.

RELEASED: May 24, 2007

JOURNALIZED:

APPENDIX "D"

BOYLE, M.J., J.:

Plaintiff-appellants, Brahim Ayad and Michael Troy Watson, d.b.a. Politically Damned Talk Radio, appeal from a March 17, 2006 judgment of the Cuyahoga County Court of Common Pleas, granting the motion for summary judgment of appellee, Radio One, Inc. ("Radio One").

On September 10, 2004, appellants filed a complaint against Radio One and six other defendants, for breach of contract, violation of their right to free speech, tortuous interference with their right to contract, libel and/or slander, breach of practice of custom, discrimination by race, religion, and/or political ideology, and conspiracy to harm[1]. Simultaneously, appellants filed a motion for temporary restraining order, commanding their immediate return to the airways at WERE in the time previously allotted to their program. The Trial Court denied appellants' motion for a temporary restraining order on September 16, 2004.

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[1] The other defendants named were WERE Radio 1300 AM ("WERE"), Catherine L. Hughes, Chairperson of the Board and Secretary of Radio One, Carl Hamilton, Vice President in Charge of Operations of Radio One, David Bevins, Corporate Executive of Radio One and WERE, Bill Glover Sales Manager of Radio One and WERE, and John Doe.

On October 12, 2004, defendants removed the case to the United States District Court for the Northern District of Ohio, Eastern Division. However, on July 19, 2005, the Federal District Court granted defendants' motion for judgment on the pleadings with respect to all federal claims. It further dismissed the remaining state claims for lack of subject matter jurisdiction and remanded the case to the Cuyahoga County Court of Common Pleas.

On August 31, 2005, defendants filed a motion for judgment on the pleadings, which the trial court granted in part, and denied in part, on November 23, 2005. It granted judgment to all defendants, except for Radio One, and granted judgment on all of appellants' claims, except for their breach of contract claim.

Radio One filed a motion for summary judgment on February 8, 2006 and appellants filed their motion for summary judgment on February 24, 2006. On March 17, 2006, the Trial Court denied appellants' motion for summary judgment and granted judgment as a matter of law to Radio One.

It is from this judgment which appellants appeal, raising the following five assignments of error:

"[1.] The Trial Court erred in granting [Radio One's] Motion for Summary Judgment contrary to law of Summary Judgment and the facts at issue in

the case for reasons including, that outstanding issues of material fact remained unresolved***

"[2.] The Trial Court erred in denying [appellants'] first motions to compel and then granted [Radio One's] Motion for Summary Judgment in spite of their refusal to comply with discovery, including interrogatory response, production of documents and/or deposition appearance.

"[3.] The Trial Court erred in granting [Radio One's] Motion for Judgment on the Pleadings as to dismissed defendants*.**

"[4.] The Trial Court erred in denying [appellants'] second and third Motions to Compel and then granting [Radio One's] Motion for Summary Judgment in spite of their refusal to comply with discovery, including interrogatory response, production of documents and/or deposition appearance.

"[5.] The Trial Court erred in granting Summary Judgment overruling the 'law of the case' as the Trial Court had previously determined that the case 'would go to the jury' in the Court's Temporary Restraining Order ruling and overruled [defendant's] Motion for Judgment on the Pleadings finding that [***] 'Plaintiffs case may proceed against the defendant, Radio One, Inc.,

only and under the breach of contract claim only."[2]

In their first assignment of error, appellants present three issues for our review. They maintain that the Trial Court erred in granting summary judgment to Radio One when if found that Radio One did not breach an oral agreement between the parties, a written agreement, or breach the custom and practice between the parties.

In order for a summary judgment to be granted, the moving party must prove: "*** (1) no genuine issues of material fact remains to be litigated, (2) the moving party is entitled to judgment as a matter of law, and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the nonmoving party, that conclusion is adverse to the party against whom the motion for summary judgment is made." *Mootispaw v. Eckstein, (1996), 76 Ohio St. 3d 383, 385.*

The Ohio Supreme Court stated in *Dresher v. Burt, (1996), 75 Ohio St. 3d 280, 296,* "***the moving party bears the initial responsibility of

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[2]Plaintiffs presented six other assignments of error in their brief, numbered six through eleven. However plaintiffs did not argue them or put forth any reasons or authority in support of these assignments, as required by App. R. 16(7). As such, we will not address them.

informing the Trial Court of the basis for the Motion, and identifying those portions of the record which demonstrate the absence of a genuine issue of fact on a material element of the nonmoving party's claim. The 'portions of the record' to which we refer are those evidentiary material listed in Civ. R. 56 (C), such as the pleadings, depositions, answers to interrogatories, etc., that have been filed in the case. *** (Emphasis sic.) If the moving party satisfies this burden, then the moving party has the burden,
pursuant to Civ. R. 56(E), to provide evidence demonstrating a genuine issue of material fact. If the nonmoving party does not satisfy this burden, the summary judgment is appropriate. Civ. R. 56(E).

Appellate Courts review a Trial Court's granting of Summary Judgment de novo. *Brown v. Scioto Cty. Bd. Of Commrs.*, (1993), 87 Ohio App. 3d 704, 711. The *Brown* Court stated that "we review the judgment independently and without deference to the Trial Court's determination." Id. An Appellate Court must evaluate the record "in light most favorable to the nonmoving party." *Link v. Leadworks Corp., (1992), 79 Ohio App. 3d 735, 741.*

Furthermore, a Motion for Summary Judgment must be overruled if reasonable minds could find for the party opposing the Motion. Id.

In the case sub judice, it is undisputed that Radio One and Ayad entered into a written on contract September 2, 2003, where Ayad paid for airtime on WERE to broadcast a radio-talk show, Politically Damned.[3] The Contract was titled: "WERE-AM TIME BROKERED CONTRACT." Under the contract, Ayad was identified as the "time broker."[4]

Paragraph one of the agreement stated:

"In consideration of the weekly Net Sum of $200.00, Radio One, Inc. agrees to sell and Time Broker agrees to buy the Friday, 10:00pm-11:00pm segment of available airtime on the Station with weekly payment due each day of broadcast beginning September 5th, 2003 for a period of 52 weeks (see section 14). The Station reserves the right to change program times with reasonable notice. All sales are subject to terms and conditions set forth below."[5]

The final paragraph of the contract further provided:

"This agreement may not be changed, altered, or modified except in writing. The only persons authorized to alter the terms of this agreement on behalf of Radio One, Inc. and WERE

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[3]Appellant Watson was not a party to the Contract.

[4]A time broker pays the radio station a fee for the right to broadcast a program for a set period of time.

are the Station Manager of WERE, the General Manager and the Operations Manager of Radio One Cleveland."

It is also undisputed that appellants orally purchased additional hours of airtime per week from Radio One. Initially, Politically Damned aired for one hour per week, every Friday, from 10:00 p.m. to 11:00 p.m. On October 24, 2003, appellants purchased an additional hour per week, on Friday evenings, from 10:00 p.m. to 12:00 a.m. On March 19, 2004, they purchased another hour per week, from 9:00 p.m. to 10:00 p.m., every Friday. Thus, appellants' show was then on the air each Friday, from 9:00 p.m. o midnight.

Finally, on May 25, 2004, appellants purchased the 11:00 p.m. to 12:00 a.m. time period every Monday through Thursday, for a total of seven hours of airtime per week.

Appellants aired their final broadcast on Friday, September 3, 2004. On Monday, September 6, 2004, Bevins notified appellants that WERE was not renewing their contract. Appellants had already paid $1800 in advance for two weeks of programming, from September 6,

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[5]The parties agree that according to the Time Broker Contract, Ayad was required to pay each week, with payment due "each day of broadcast." Nevertheless, it was evident from the testimony of Watson and William Glover, WERE's

2004 through September 17, 2004. Radio One returned the check to appellants on September 9, 2004.

In their first issue presented, appellants claim that the written contract between Ayad and Radio One, entered into on September 3, 2003, was orally modified. They contend that the original contract's expiration date did not apply and that the modified agreement did not have an expiration date.

It has been long established that contracts may be written or oral. *Exkliff v. Walters, 168 Ohio App. 3d 727, 2006-Ohio-4817, at ¶ 22.* It is also well settled that written contracts may be orally modified or modified by subsequent acts. *Wilhelmy v. 15201 Detroit Corp. (June 5, 1997), 8th Dist. No. 71290, 1997 Ohio App. LEXIS 2442,* at *10,* citing *Smaldino v. Larsick (1993), 90 Ohio App. 3d 691, 698.* However, "[t]he general rule is that a written contract may be orally amended if the oral amendment has the essential elements of a binding contract." *Carrocce v. Shaffer (Oct. 31, 1997), 11Dist. No. 96-T-5521, 1997 Ohio App. LEXIS 4845,* at *9, Richland Buildings, Inc. v. Thome, et al. (1950), 88 Ohio App. 520, 527.*

Account Executive/Account Manager, that almost from the beginning of the contract, Ayad paid for the programming two weeks in advance, and that is what was expected of him.

The necessary elements of a valid contract include an offer, acceptance, contractual capacity, consideration (the bargained for legal benefit and/or detriment), a manifestation of mutual assent and legality of object of consideration. Id. at ¶ 23, citing *Kostelnik v. Helper, 96 Ohio St. 3d 1, 2002-Ohio2985,* at ¶ *16.* It is imperative that there was a "meeting of the minds" as to the essential terms of the agreement. Id.

Appellants allege that "first modification of the original agreement occurred" when the contract was "rewritten and assigned a new contract number on or about January 30, 2004." Appellants contend that "even dismissed defendant/appellee Bevins acknowledges that more than one contract existed," citing numerous portions of Bevins' deposition testimony.

Radio One maintains, however, that the original contract was never modified, and that each time appellants purchased more airtime, it was under the umbrella of the original Time Broker Contract. Radio One concedes that two different contract numbers existed on documents that were sent to appellants, but claims they were accounting issues that did not alter the original contract.[6]

---

[6] Radio One further argues that when a document is clear an ambiguous, parole evidence is not permitted to contradict the contract terms. Under Ohio law, the parole evidence rule forbids the use of an oral or written statement

Radio One originally sent Ayad documents, labeled either "sales order" or "invoice," summarizing the airtime Ayad had purchased, which had a contract number of 710380. Beginning on January 30, 2004, and throughout the remainder of the parties' relationship, Ayad was sent documents WERE labeled "Broadcast Contract," which had a different contract number of 7100526.

Bevins and Glover testified in their depositions that these documents originated from Radio One's Marketron system. They both explained that Marketron is the station's accounting and scheduling software program that automatically assigns a contract number to an

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22, 27. However, this rule does not apply to a later oral modification of the contract. *Uebelacker v. Cincom Systems, Inc. (1988), 48 Ohio App. 3d 268, 549,* paragraph three of the syllabus. Thus the parole evidence rule does not apply here.

invoice or sales order, which is then sent to clients.

They both further stated that the Marketron program is typically used for advertisers, not time brokers. Bevins said that the Marketron does not have the correct terminology for time brokers, and that is why they use a separate time-broker agreement. However, he agreed that documents

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made before or at the time a written contract is entered to vary that contract. *Galmish v. Cicchini (2000), 90 Ohio St. 3d*

created in Marketron are sent to both advertisers and time brokers, so they have a record of the airtime purchased.

Glover explained that time-broker contracts do not have a contact.[7] He also stated that the contract numbers on the documents sent to Ayad were automatically generated by Marketron and were simply for "traffic and billing purposes."

Both Bevins and Glover described why appellants were sent documents that had a new contract number on them. Their testimony was consistent that appellants had a late payment on January 30, 2004. When this happens, they said that Marketron dos not allow additional data to be put in the system, unless a new contract number is generated. Both explained that it did not mean that a new contract was created, but that it was a modification of the sales order between the parties.

Appellants argue that other factors, in addition to two contract numbers, lead them to believe there was a new agreement. They assert that a new contract existed because new terms and conditions were set forth on the back of the Broadcast Contract that was sent to them.

On the back of the Broadcast Contract, it states "Sales Agreement: Terms and Conditions."

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[7]It is significant to note that the actual Time Broker Agreement did not have a Contract Number assigned to it.

Appellants allege that under section number two, termination, Radio One was required to give them fourteen days prior notice before terminating the contract. This provision states: "[e]ither party may terminate this Agreement, without cause, upon giving the other party at least 14 days prior notice***." It further provides: "[s]tation may, effective upon notice to Advertiser or Agency, terminate this [a]greement at any time upon material breach by Advertiser or Agency***.

Bevins explained in his deposition that the terms and conditions only applied to advertisers. In deed, a review of the terms and conditions supports Bevins' testimony. It repeatedly refers to the parties as "Advertiser or Agency" and the "Station." Under the first section, billing and payment, it states that "[p]ayment is due by Advertiser or Agency within 30 days of the billing date as set forth on the invoice. ***" That was not the case with appellants, who all agree, had to pay in advance, or Politically Damned would not have aired.

Bevins does admit that on the front of the Broadcast Contract, it identifies Ayad as the advertiser. However, he explained that Ayad was a time broker, not an advertiser. In order to input data into Marketron, which was designed for the station's advertisers, they had to identify Ayad as the advertiser.[8]

The portions of the transcript which appellants point to in support of their proposition that Bevins repeatedly acknowledged that two contracts existed, are taken out of context. Bevins consistently states, throughout three days of deposition testimony, that there were modifications of additional air sales, as well as changes to the schedule, but never to the terms and conditions of the original agreement. He further explains that the purchase of the additional time was under the umbrella of the original contract and that the original terms and conditions still applied, including the expiration date.

After a review of the evidence in the record, we agree that there is no genuine issue of material fact as to whether the original contract was revoked or modified. The Time Broker Contract states in the first paragraph that "[t]he Station reserves the right to change program times with reasonable notice." It further provides that "[a]ll sales subject to the terms and conditions set forth below." Later in the agreement, it also refers to additional time purchased, stating in paragraph three, "[t]ime broker agrees that, with respect to any given segment of airtime purchased ***." In paragraph fourteen, it also refers to "[t]his one year agreement ***."

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[8]Appellants do not claim that they ever believed that Ayad was an advertiser.

Thus, it is apparent from the face of the written contract that he parties contemplated the fact that additional airtime may be purchased by the time broker, and if so, the sales would be subject to the terms and conditions set forth in the original agreement. Further, Bevins' and Glover's testimony corroborated the fact that the additional sales of airtime were also subject to the original terms and conditions of the contract. No genuine issue of material fact exists as to whether an oral agreement existed, such that it nullified the original terms of the contract. Appellants' first issue has no merit.

In their second issue presented, appellants maintain that Radio One breached the written agreement between them and Ayad.

In this argument, appellants allege that Radio One breached the written Broadcast Contract, not the Time Broker Contract. Although not entirely clear, it seems appellants claim that Radio One violated the terms and conditions listed on the back of the Broadcast Contract.

However, we already determined from reviewing the document, as well as Bevins' and Glover's testimony, that terms and conditions on the back of Appellants were time brokers, not advertisers. Thus, there is no genuine issue of material fact regarding this issue and appellants' second issue is without merit.

In their third issue, appellants maintain that Radio One breached the custom and practice which existed between the parties. Specifically, they allege that because they paid two weeks in advance throughout the duration of the contract, which added weeks of programming to the schedule, that Radio One breached their agreement when it cancelled Politically Damned without notice.

Parties' conduct and declarations, evidenced by the surrounding circumstances, can be sufficient to show a meeting of the minds that the parties intended to create binding obligations. *Alliant Food Services, Inc. v. Powers, 8th Dist. No. 351088, 2002-Ohio-4193,* at ¶ *27.* However, if the minds of the parties have not met, then no contract has formed. Id. At ¶ *26.*

Ayad signed the Time Broker Contract requiring him to pay "each day of broadcast." However, it was undisputed that almost from the beginning of the relationship, Ayad paid two weeks in advance. Nevertheless, this does not alter the fact that the parties had an agreement for fifty-two weeks in advance does not extend the length or duration of the original written contract. In addition, there was no language in the contract which provided for automatic renewal or rollover of the contract. As such, no genuine issue of material fact exist and appellants' third issue does not have merit.

Having determined that all three issues lack merit, appellants' first assignment of error is not well taken.

In their second and fourth assignments of error, appellants argue that the trial court erred with respect to their motions to compel. First, they ague that the trial court erred when it denied their first motion to compel, and then granted summary judgment to Radio One. Secondly, they argue that the trial court erred in not granting their second motions to compel, and then granted summary judgment for Radio One.

The standard of review of a trial court's decision in discovery matters is whether the court abused its discretion. *Mauzy v. Kelly Services, Inc. (1996), 75 Ohio St. 3d 578,592.* Abuse of discretion connotes more than an error of law or of judgment; it implies an unreasonable, arbitrary, or unconscionable attitude on the part of the court. *Quonset Hut, Inc. v. Ford Motor Co. (1997), 80 Ohio St. 3d 46, 47,* citing *Pembaur v. Leis (1982), 1Ohio St. 3d 89, 91.*

It is unclear as to what appellants are referring to when they say "first motion to compel," since none of the motions was labeled "First Motion to Compel." However, they do claim that the trial court issued its decision in this matter without them "having the opportunity to cross-examine key witnesses of a central element within the case." We interpret their argument to mean that since they

did not get to depose Hughes and Hamilton (which is the subject of both of the Second and Third Motions to Compel), they assert that the trial court erred in granting summary judgment.

After reviewing the record, we cannot conclude that the trial court abused its discretion. Appellants filed seven motions to compel from November 17, 2005 until February 24, 2005. Within that same time frame, Radio One filed numerous motions, requesting protective orders from the court to preclude the depositions of Hughes and Hamilton. Hughes and Hamilton were originally named defendants in the suit. However, the trial court dismissed them in November 2004, when it granted, in part, defendants' judgment on the pleadings. Thus, they were no longer parties to the suit.

During this same time frame, appellants deposed Bevins and Glover. Their testimony showed that Bevins made all of the decisions with respect to WERE. It further showed that Hughes, who was Chairperson of the Board and Secretary of Radio One, knew little or nothing about the day to day activities of WERE. Hamilton, Voce President in Charge of Operations of Radio One and Supervisor to Bevins, knew that Bevins did not want to renew Ayad's contract, but did not advise him in any way regarding the matter, except to refer him to Valardo, Chief Counsel of Radio One.

Thus, the trial court did not abuse its discretion when it failed to order Hughes and Hamilton to appear for depositions. The trial court had sufficient evidence upon which to grant or deny summary judgment. We cannot conclude that it abused its discretion.

In its third assignment of error, appellants claim that the trial court erred when it granted judgment on the pleadings and dismissed all defendants except for Radio One. They contend that the trial court erred "in making this determination as a matter of law based on the facts that had been presented when it dismissed the claims of these dismissed Defendants'/Appellees." However, neither court, nor the trial court, can look to the facts that had been developed in the case on a motion for judgment on the pleadings.

The standard of review of the grant of a motion for judgment on the pleadings is the same as the standard of review of a dismissal of a complaint based upon a judgment upon the pleadings requires us to independently review the complaint and determine if the dismissal was appropriate. *Rich v. Erie County Department of Human Resources (1995), 106 Ohio App. 3d 88, 91.* A reviewing court need not defer to the trial court's decision in such cases. Id. In considering such a motion, one must look only to the face of the complaint. *Nelson v. Pleasant (1991), 73 Ohio App. 3d 497, 597.*

Appellants filed claims against defendants for breach of contract, violation of their right to free speech, tortuous interference with their right to contract, libel and/or slander, breach of practice or custom, discrimination by race, religion and/or political ideology, and conspiracy to harm. After remand from the Northern District Court of Ohio, the only remaining state claims were breach of contract, tortuous interference with Plaintiffs' right to contract, libel and slander, breach of practice and custom and conspiracy to harm. The trial court did not grant judgment on the pleadings with respect to the breach of contract claim. It did, however, dismiss all defendants except for Radio One.

With respect to the breach of contract claim and the trial court's dismissal of all defendants except for Radio One, we conclude the trial court did not err. The Time Broker Contract was not signed by a corporate officer in his or her individual capacity. The signature line on the contract states that the station manager signed it, "For Radio One, Inc." Generally, corporate officers are not individually liable on a breach of contract claim unless they personally signed the contract in their individual capacity. *Spicer v. James (1985), 21 Ohio App. 3d 222, 223.* Here, none of the defendants signed the contract in their individual capacity, but "For: Radio One, Inc."

Thus, the trial Court did not err with respect to dismissing all defendants except Radio One on the breach of contract claim.

The trial court granted judgment on the pleadings against all defendants on the remaining state claims: tortuous interference with plaintiffs' right to contract, libel and slander, breach of practice and custom and conspiracy to harm. Thus, the trial court found that plaintiffs failed to state a claim with respect to each one.

A review of the elements of each of these claims does not reveal any error on the part of the trial court, since appellants did not allege sufficient facts in their complaint to maintain these causes of action. As such, appellants' third assignment of error is not well taken.

In their final assignment of error, appellants contend that the trial court did not follow the "law of the case" because it granted summary judgment after it had determined that the case would go to the jury on the breach of contract claim. This argument has no merit.

In *Hopkins, N.KA. Petrson v. Dyer, 104 Ohio St. 3d 461, 2004-Ohio-6769,* at ¶ *15,* the Supreme Court of Ohio stated:

"The law of the case is a longstanding doctrine in Ohio jurisprudence. "The doctrine provides that the decision of a reviewing court in a case remains the law of that case on the legal questions involved for all subsequent proceedings

in the case at both the trial and reviewing levels.' *Nolan v. Nolan [1984], 11 Ohio St. 3d [1,] 3 ***.* The doctrine is necessary to ensure consistency of results in a case, to avoid endless litigation by settling the issues, and to preserve the structure of superior and inferior courts as designed by the Ohio Constitution. *State ex rel. Potain v. Mathews (1979), 59 Ohio St. 2d 29, 32 ***."*

The trial court's ruling on a motion for judgment on the pleadings was not a decision of a reviewing court. Thus, appellant's fifth assignment of error is overruled.

Accordingly, appellants' five assignments of error are not well taken. The judgment of the Cuyahoga County Court of Common pleas is affirmed.

It is ordered that appellees recover from appellants costs herein taxed.

The court finds there were no reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

S/

MARY J. BOYLE, JUDGE
MARY E. KILBANE, P.J. and
PATRICIA A. BLACKMON, J.
CONCUR

The Supreme Court of Ohio

Brahim Abe Ayad, dba., etc., et al.
v.
Radio One, Inc., et al.

Case No. 2007-1816

ENTRY

FILED
January 23, 2008
CLERK OF COURT
SUPREME COURT
OF OHIO

Upon consideration of the jurisdictional memoranda filed in this case, the Court declines jurisdiction to hear the case.

Upon consideration of appellees' motion to dismiss appeal and appellants' motion to strike motion to dismiss appeal.

It is so ordered by the Court that the motions are denied as moot.

(Cuyahoga County Court of Appeals; No. 88031).

S/
THOMAS J. MOYER
Chief Justice

APPENDIX "E"

APPENDICES OF EXHIBITS

1). Original contract between Radio One Inc. and Abe Ayad

9-3-03 to begin broadcast on 9-5-03
CONTRACT NO. 7100380.....I

2). Contracts rewritten to begin 1-30-04 prepared and given to Plaintiffs titled "BROADCAST CONTRACTS" that Defendants claim were not contracts
CONTRACT NO 7100526..... II

3). Calendar count of broadcast 54 WEEKS.....III

4). E-MAIL DEMANDS OF ADL TO CANCEL PROGRAM AND DEFENDANT'S MEMOS.....IV

WERE 1300 AM

2510 St. Clair Ave.
Cleveland, Ohio 44114
216-579-1111
Fax: 216-575-9141

WERE-AM TIME BROKER CONTRACT

Agreement made on this date September 3, 2003, by and between Radio One, Inc., Radio Station WERE-1300AM, Cleveland, Ohio (WERE or Station) and Abe Ayad (who is the "time Broker").

WITNESSETH

1) **In consideration of the weekly Net Sum of $200.00, Radio One, Inc. agrees to sell and Time Broker agrees to buy the Friday, 10:00pm-11:00pm segment of available airtime on the Station with weekly payment due each day of broadcast beginning September 5th, 2003 for a period of 52 weeks (see section 14). The Station reserves the right to change program times with reasonable notice. All sales are subject to the terms and conditions set forth below.**

APPENDIX EXHIBIT "I"

2) The Station has absolute discretion to refuse to broadcast all or any part of any program content and/or commercial matter. Time Broker's program will consist of the program titled, **"Politically Damned"**. To insure quality control, no person(s) other than the forenamed host, will be "on-air" during Time Broker's program without prior approval of WERE. If requested, Time Broker will deliver to the Station any pre-recorded complete, ready to air programs or commercials for Station's clearance at least 48 hours prior to the intended broadcast.

14) This one year agreement may be terminated by either party at thirteen (13) week increments with written notice sent by certified or registered mail four weeks prior to the end of a thirteen (13) week period. However, that this agreement may be terminated by Radio One, Inc. at any time and without notice if, in its opinion or that of it's counsel this agreement or any portion thereof is, or may be, in violation of state or federal law or the rules, regulations, policies and/or decisions of the Federal Communications Commission, or it's Time Broker's programming is deemed by Radio One, Inc. to likely place the Station's license in jeopardy at the FCC.

15) Radio One, Inc. may assign this contract/agreement to any entity that, directly or indirectly, controls, is controlled by or is under common control with, Radio One, Inc.

16) Time Broker will ensure that the program meets technical and quality standards equal to those of programming broadcast by commercial radio stations in the United States. If Station in the reasonable exercise of its discretion finds that program does not meet these standards; it shall advise Time Broker in writing of the specific technical deficiencies and, if such technical deficiencies have not been corrected within five business days, Station may reject such program until such time as the technical deficiency is corrected.

17) Notice shall be addressed as follows:

To Time Broker:

Name: Abe Ayad
Business:
Address: 1905 East 55th Street
Cleveland, Ohio 44103-3649

Phone: 216-881-2727
Fax:

To Station: Radio One, Inc.
2510 St. Clair Ave.
Cleveland, Ohio 44114
Attention: Station Manager

18) This agreement may not be changed, altered, or modified except in writing. The only persons authorized to alter the terms of this agreement on behalf of Radio One, Inc. and WERE 1300 are the Station Manager of WERE, the General Manager and the Operations Manager of Radio One Cleveland.

For: Radio One, Inc.

S/

Station Manager WERE
Name-Abe Ayad

For Time Broker

S/

Title

Date

ORIGINAL CONTRACT
BEGINNING
SEPTEMBER 5, 2003 FOR ONE
HOUR FRIDAYS AT
A RATE OF $200.00 PER WEEK
BILLING STATEMENT
IDENTIFIES CONTRACT
NUMBER 7100380

CONTRACT REWRITTEN
JANUARY 30, 2004
FOR 2 HOURS PER DAY
FRIDAYS AT A TOTAL OF
$300.00 PER WEEK
BILLING STATEMENT
IDENTIFIES
REWRITTEN CONTRACT
NUMBER 7100526

APPENDIX EXHIBIT "II"

WERE 1300 AM

Broadcast Contract

ABECO AYAD
1905 E. 55TH STREET
CLEVELAND, OH 44103-3649

Start Date	Contract#	Mod#
02/02/04	7100526	12
End Date	**Date Entered**	**Date Last Modified**
06/11/04	01/30/04	06/01/04
Advertiser		**Station Market**
ABECO AYAD		WERE-AM
Product		**SalesRep/Office**
		BILL GLOVER

Standard Billing Cycle Estimate#

Accepted for Station

Name Title

See reverse for accepted terms and conditions, if any

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Bill Glover 6/12/04

Name Title

☑ Print Exact Times ☑ Print Spot Prices ☑ Print Spot Lengths

TOTAL SPOTS 1041

GROSS TOTAL $ 22,800.00

Notes to Traffic: End dating line34 so that the 9-10 hour will not run on 9/03/04....extending line 29 and adding lines 36 and 37-Glove

APPROVE	DECLINE	
☑	○	038rmass, 08/31/04 @3:28PM
☑	○	038TBUSH, 08/31/04 @3:36PM
○	○	General Manager
☑	○	038CISAA, 08/31/04 @3:20PM

* Sent to the traffic system by 038CISAA, 08/31/04 @4:28PM

TERMS AND CONDITIONS

1. BILLING AND PAYMENT

a. The Station will be the Advertiser or Agency, as applicable, using the standard broadcast month, unless provided on the face of this Agreement.

b. Payment is due by Advertiser or Agency within 30 days of the billing date as set forth on the invoice. If accounts become past due, credit may be revoked. In addition, Advertiser or Agency agrees to pay late fees equal to an interest rate equal to the prime rate plus 10% compounded monthly on past due amounts, which shall be paid in addition to amounts paid for advertising. Further Advertiser or Agency agrees to pay collection fees and reasonable attorney fees and such fees shall be payable as liquidated damages in that amount equal to the greater of 30% of the total amount of fees invoiced for advertising services and applicable late fees due or actual collection or attorney fees due.

c. Invoices shall contain dates, advertiser, time and length of commercial announcement, cost and, if commercial code identifying each commercial announcement is requested in advance and supplied by the Advertiser or Agency, such code for each commercial announcement.

d. The Station warrants that all information shown on an invoice was taken from the commercial record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of condition of sale, upon reasonable request, for inspection by the Advertiser or Agency for a period of 3 months from the month of broadcast. This invoice shall evidence proof of performance.

e. Station grants credit based on joint and several liability. Notwithstanding to whom bills are rendered, Advertiser, Agency and any service used by either Advertiser, or Agency for the purposes of performing media buying or similar services, and/or paying such invoices ("services"), jointly and

severally shall remain fully obligated to pay to Station the amount of any bills rendered by Station within the time specified and until payment is full is received by Station. **Payment by Advertiser to Agency or to Service or payment by Agency to Service, shall not Constitute payment to Station.**

2. TERMINATION.

a. Unless otherwise specified on the face hereof, either party may terminate this Agreement, without cause, upon giving the other party at least 14 days prior notice (or where this Agreement covers sponsorship or partial sponsorship of program (s), upon at least 28 days prior to notice). Notwithstanding the foregoing, Advertiser or Agency may not terminate any contracts of two consecutive weeks or less. If Advertiser or Agency so terminates this Agreement all unpaid accrued charges hereunder shall immediately become due and payable.

b. Station may, effective upon notice to Advertiser or Agency, terminate this a

Agreement at any time (i) upon material breach by Advertiser or Agency, or (ii) if Advertiser's or Agency's credit, in the sole discretion of Station, is impaired. If Station terminates the Agreement pursuant to this Section 2(b), all unpaid accrued charges hereunder shall immediately become due and payable and Advertiser or Agency shall also pay, as liquidated damages, a sum equal to that which Advertiser or Agency would have been obligated to pay hereunder.

c. **Advertiser or Agency may, effective upon notice to Station, terminate this Agreement at any time upon material breach by Station. Upon termination pursuant to this Section 2c, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pockets costs necessarily incurred by Advertiser or Agency through the date of such termination; or (ii) One Hundred Dollars ($100.00).**

S	M	T	W	T	F	S

JANUARY/JAN/ENE

				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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FEBRUARY/FEV/FEB

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MARCH/MARS/MAR

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APRIL/AVR/ABR

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MAY/MAI/MAYO

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JUNE/JUIN/JUN

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AUGUST/AOUT/AGO

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SEPTEMBER/SEPT/SEPT

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OCTOBER/OCT/OCT

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NOVEMBER/NOV/NOV

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DECEMBER/DEC/DIC

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APPENDIX EXHIBIT "III"

2004

S	M	T	W	T	F	S

JANUARY/JAN/ENE

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY/FEV/FEB

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29						

MARCH/MARS/MAR

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APRIL/AVR/ABR

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MAY/MAI/MAYO

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30	31					

JUNE/JUIN/JUN

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JULY/JUIL/JUL

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AUGUST/AOUT/AGO

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SEPTEMBER/SEPT/SEPT

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OCTOBER/OCT/OCT

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NOVEMBER/NOV/NOV

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DECEMBER/DEC/DIC

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19	20	21	22	23	24	25
26	27	28	29	30	31	

(Two weeks Paid) (5th - 17th)

CONTRACT

PLAINTIFF'S EXHIBIT 2

-------Original Message----------
From: David Bevins
Sent: Tue 2/17/2004 4:54 PM
To: Feuer, Bettysue
Cc:
Subject: Re: Sample of Abe Ayad's work

Betty---I will run tape of show this week and review it...thanks

David Bevins
General Manager
WZAK/WJMO/WENZ/WERE
Radio One Cleveland
Direct Number: 216-774-0902
Direct Fax: 216-621-2176

-------Original Message----------
From: Feuer, Bettysue
[mailto:BFeuer@adl.org]
Sent: Tue 2/17/2004 4:49 PM
To: David Bevins
Cc:
Subject: Re: Sample of Abe Ayad s work

Dear David;

I am not sure this is the type of show that is good for your station or for our City.

APPENDIX EXHIBIT "IV"

Bettysue
Bettysue Feuer
ADL Regional Director
505 Terminal Tower
Cleveland, Ohio 44113
Tel: 216-579-9600 Fax: 216-579-9690
www.adl.org

****
****
****

This e-mail message may contain privileged, confidential and/or proprietary information intended only for the person(s) named. If you are not the intended recipient, please destroy this message, and any attachments, and notify the sender by return e-mail. If you are not the intended recipient(s), or the employee or agent responsible for delivering the message intended recipient(s) you are hereby notified that any dissemination, disclosure or copying of this communication is strictly prohibited.

-------Original Message----------
From: David Bevins [mailto:dbevins@radio-one.com]
Sent: Tuesday, February 17, 2004 4:46 PM
To: Feuer, Bettysue
Subject: Re: sample of Abe Ayad's work

Thank you...we did speak with him after our last conversation and advised him that we are on a seven second delay and if his language or content of the show turns becomes inflammatory, we will dump out of it.

David Bevins
General Manager
WZAK/WJMO/WENZ/WERE
Radio One Cleveland
Direct Number: 216-774-0902
Direct Fax: 216-621-2176

-------Original Message----------
From: Feuer, Bettysue
[mailto:BFeuer@adl.org]
Sent: Tue 2/17/2004 3:58 PM
To: David Bevins
Cc:
Subject: Re: Sample of Abe Ayad's work

Dear David;

I have many more. These are from the last year. I have them going back to March 2000.

Bettysue
Bettysue Feuer
ADL Regional Director
505 Terminal Tower
Cleveland, Ohio 44113
Tel: 216-579-9600 Fax: 216-579-9690
www.adl.org

****
****
****

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Radio One, Inc.

Memo

To: WERE File

From: David

Date: 7/26/04

Re: Abe Ayad/Politically Damned

Just spoke with Betty Sue Feuer from the Anti-Defamation League of Greater Cleveland regarding the complaints that she has received concerning the Politically Damned program which airs on WERE. She has not heard the show, but the people calling her are upset because the show is negative to the Jewish Community. I explained that we would check into the show and it's content and have a meeting with the host. Also assured her that we do have a delay on the show and the board operator has control of dumping the show if they find it offensive or detrimental to the station. She asked if I would call her back if we decide to terminate the show. She said she understands the freedom to speech and that people have the opportunity to speak out, but she wanted me to know about the complaints she has been receiving.

Radio One, Inc.

Memo

To: WERE File

From: David

Date: 7/30/04

Re: Politically Damned

Tom Bush, Bill Glover and myself met with the host of Politically Damned today at 2 pm. Abe Ayad and Michael Nelson are the host. We explained that we received a call from the Anti-Defamation League and ask for copies of their most recent shows. We explained to them that we are concerned about the content of their show and that if we feel it continues to be an issue, that we have the ability to end the show at any time. They said they understood that and that they felt they were not doing anything wrong. They said the callers are the problem, not them. They explained that they would like to talk with Betty Sue regarding the show and if someone has a problem, they should call them. I explained that we have 4 stations in Cleveland and if we feel that one station's programming is having a negative effect on our listeners or revenue, we will pull it off the air. We gave them a warning.

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FILED
SEP 22 2008

No. 08-03

IN THE SUPREME COURT

OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,

v.

RADIO ONE, INC., et al.
Respondents.

On Petition for a Writ of Certiorari to the Supreme Court of the United States

PLAINTIFF/APPELLANTS' SUPPLEMENT TO PETITION FOR A WRIT OF CERTIORARI

BRAHIM (ABE) AYAD, Dba "POLITICALLY DAMNED" TALK RADIO
4523 CAMILLIA LANE
N. OLMSTED, OHIO 44070
(440) 724-6523
PLAINTIFF/APPELLANT
PRO SE

JOEL R. HLAVATY
FRANTZ WARD LLP
2500 KEY CENTER
CLEVE., OHIO 44114

ATTORNEY FOR
DEFENDANT/
APPELLEE

MICHAEL TROY (MIKE)
WATSON, Dba
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TALK RADIO
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CLEVELAND, OHIO 44110
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PLAINTIFF/APPELLANT
PRO SE

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ATTORNEY FOR
DEFENDANT/
APPELLEE

QUESTIONS PRESENTED

Summary Judgment

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Summary Judgment** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Freedom of Speech

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent off the State of Ohio require the

Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Freedom of Speech** for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Jurisdiction

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedent of the State of Ohio require the Cuyahoga County, Ohio Court of Appeals and the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the standard of law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy

Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of Common Pleas must use the same **Standard of Jurisdiction** of the Eighth District Court of Appeals when no Final Order was issued or otherwise when the language of "no just reason for delay" pursuant to Rule 54(B) was not included, for all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

Contract

Whether the **Fourteenth** Amendment to the United States Constitution guaranteeing equal protection under the law including the laws and precedents of the State of Ohio require the Cuyahoga County Court of Common Pleas, the Eighth District Court of Appeals of Ohio and the Supreme Court of Ohio to exercise the Standard of Law as determined in Ohio on the issue of Summary Judgment equally to Plaintiff, Brahim (Abe) Ayad a Palestinian American Muslim and Michael Troy Watson a Black American Student of Islam. The Ohio Supreme Court, Eighth District Court of Appeals and Cuyahoga County Court of

Common Pleas must use the same **Standard of**

Enforcement of Contract Law to all parties and not discriminate against the Petitioners succumbing to the pressure or influence of the Anti-Defamation League and/or the Jewish Legal Community who were intent on persecution of the Plaintiff/Appellant/Petitioners for their religious and political beliefs.

PARTIES TO PROCEEDINGS

The parties Plaintiff, Brahim (Abe) Ayad is a (42) Forty-Two year old Palestinian American Businessman and Political Activist. He is one of the Hosts of "Politically Damned" Talk Radio that began in Cleveland, Ohio on Defendant Radio One Inc. Station WERE 1300 AM on September 5, 2003 as a (1) one hour per week program on Friday evenings. This was a Time Broker (paid) Program. It quickly became a highly rated controversial program as Brahim (Abe) Ayad related his experiences growing up in Israel (Palestine) and the theft of Millions of Dollars of his property that was confiscated by the State of Israel (see Resume Supplement Appendix "F").

Co-Plaintiff, Michael Troy (Mike) Watson had been a practicing Attorney since 1983 in Cleveland, Ohio after he graduated from Cleveland Marshall College of Law, and Harvard Law School (P.I.L.). He began his practice with his License to practice law in the State of Ohio, the Federal Court system, and Washington District of Columbia. His background included multiple nominations by the Governor of the State of Ohio for an appointment to a Judicial Position

on both the Cleveland Heights Municipal Court and the Cuyahoga County Court of Common Pleas.

After being retained and representing Brahim (Abe) Ayad in the case of *Ayad, et al. vs. ADL, et al.* Judge Timothy McGinty Case No.: 02464937 Cuyahoga County Court of Common Pleas, he was attacked professionally by the Jewish Legal Community for representing Abe Ayad. To be more specific, it was the Cuyahoga County (Jewish) Bar Association who prosecuted him for a Grievance that had been examined, investigated and totally exonerated by the Cleveland Bar Association!!! This was unheard of as this was something that has ***NEVER HAPPENED BEFORE IN THE HISTORY OF THE SUPREME COURT OF OHIO.*** He was prosecuted by Attorneys Goodman, Fishman, Murnan, Brown and Berger after being accused of Anti-Semitism before the Disciplinary Panel of the Supreme Court of Ohio resulting in his disbarment in (3) Three Panel Hearings, each Panel of which, contained either a Chairman or (2) Two Members of the Jewish Legal Community. Watson was the Co-Host of the Radio Program "Politically Damned" Talk Radio and participated in its growth, ratings and progress from a (1) hour Friday evening program to a daily program proposed for National Syndication and Satellite Broadcast. (see Watson Resume Supplement Appendix "G")

Defendant, Radio One, Inc., is the Owner of hundreds of Radio Stations throughout the United States and internationally and was Licensed by the FCC and offered Time Brokered Radio Programs to the General Public (except Plaintiffs).

Abe Foxman, National Chairman of the Anti-Defamation League entered into this litigation through the Regional Director of the Anti-Defamation League, Attorney Bettysue Feuer and demanded that Defendant, Radio One, Inc. remove the Plaintiffs' program from Broadcast as he claimed it was "the worst Anti-Semitism that he had ever heard" (see Supplement Appendix "H"). Abe Foxman was not a personally named party and his involvement was discovered less than (30) Thirty days prior to the Trial as the Defendants had deliberately delayed and/or interfered with the normal Discovery Process until approximately (30) Thirty days prior to Trial. The ADL entered an appearance into this litigation on 3-13-06 demanding that Judge Coyne confiscate all Deposition transcripts, Video Tape and Transcript Exhibits of Regional Director of the ADL Bettysue Feuer and have them "destroyed". ***WITHIN DAYS OF THE ADL'S 3-13-06 ENTRY INTO THE LITIGATION ACCUSING THEM OF ANTI-SEMITISM, ON 3-17-06, SUMMARY JUDGMENT WAS GRANTED AGAINST THE PLAINTIFFS OVERRULING THE TRIAL COURT'S OWN PRIOR (2) TWO DECISIONS TO THE CONTRARY!!!!***

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COURT OF COMMON PLEAS CUYAHOGA COUNTY AYAD ET.AL. v. RADIO ONE INC.

CASE NO. 04-542565

DECISION OF JUDGE WILLIAM J. COYNE 9/14/04.....A

> (The Court) **However, I do believe that the issues of whether the Contract at all was breached be it oral or written is a question of fact for a Jury...**
>
> TRO Transcript Hearing P. 34 L. 17-20
>
> Judge William J. Coyne 9/14/04.

COURT OF COMMON PLEAS CUYAHOGA COUNTY DECISION OF JUDGE WILLIAM J. COYNE 11/22/05.....B

"Defendants Motion for Judgment on the Pleadings is granted in part and denied in part. Plaintiff's claim for breach of Contract is the only claim that survives Defendant's Motion for Judgment on the Pleadings...Case may proceed against Radio One, Inc. only and under the Breach of Contract claim only. 11/28/05

3/13/06 Bettysue Feuer Anti-Defamation League (Jewish Influence) makes an appearance in this case in a Motion for Protective Order. ***ADL ACCUSES PLAINTIFFS OF ANTI-SEMETISM IN PLEADINGS TO JUDGE COYNE*****.....**

****3/17/06** Plaintiff's Motion for Summary Judgment denied Defendants Motion for Summary Judgment granted. The Court having considered all the evidence and having construed the evidence most strongly in favor of the non-moving party determine that reasonable minds can come to but one conclusion, that there are no genuine issues of material fact, and the Defendant Radio One is entitled to Judgment as a matter of law.....C**

This case had been scheduled for Trial on 3/27/06 DECISION OF THE EIGHTH DISTRICT COURT OF APPEALS CASE NO.88031

MAY 24, 2007.....D

Sustained the decision of Judge Coyne and unlawfully stated that the Defendants' admissions of multiple oral and written Contracts and the written modifications titled "Broadcast

Contracts" are "taken out of context" in spite of the legal requirement that all inferences be considered most favorably against the moving party. In obvious collusion and/or influence originating with the ADL and/or the Jewish Legal Community.

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DECISIONS BELOW

3-17-06 COURT OF COMMON PLEAS CUYAHOGA COUNTY, OHIO CASE NO. CV-04-542565

SUMMARY JUDGMENT GRANTED FOR DEFENDANTS

SEE APPENDIX C

5-24-07 EIGHTH DISTRICT COURT OF APPEALS CUYAHOGA COUNTY, OHIO

JUDGMENT AFFIRMED CASE NO. 88031

SEE APPENDIX D

1-23-08 SUPREME COURT OF OHIO JURISDICTION DENIED CASE NO 2007-1816

SEE APPENDIX E

JURISDICTION

THE DATE UPON WHICH THE HIGHEST COURT IN THE STATE OF OHIO DECIDED MY CASE WASJANUARY 23, 2008 AND A COPY OF THAT DECISION APPEARS AT APPENDIX E THE JURISDICTION OF THIS COURT IS INVOKED UNDER 28 U.S.C. SECT. 1257 (a) AND (b).UNDER THE SUPREME COURT RULE 10 (a) AND (b) IT IS CLEAR THAT THE PLAINTIFFS FIRST AMENDMENT AND FOURTEENTH AMENDMENT RIGHTS HAVE BEEN VIOLATED.

STATEMENT OF THE CASE

ON 9-10-04 THE CASE WAS FILED AND THE T.R.O. REQUEST WAS DENIED. ON 9-14-04. IT WAS TRANSFERRED TO THE FEDERAL DOCKET AND RETURNED 8-15-05. THE ADL ENTERED APPEARANCE ON 3-13-06 AND SUMMARY JUDGMENT WAS GRANTED ON 3-17-06. THE JUDGMENT WAS AFFIRMED ON 7-11-07 AND THE OHIO SUPREME COURT DENIED CERT. ON JANUARY 23,2008.

CONSTITUTIONAL AND STATUTORY PROVISIONS

Bill of Rights

Amendment I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for the redress of grievances.Free speech can be regulated only as to "time, place and manner." *State v. Miller, 83 N.J. 402, 416 A. 2d 821 (1980); Capitol Movies, Inc. v. City of Passaic, 194 N.J. Super. 298, 476 A. 2d 869* (App. Div. 1984). Regulations meet this requirement only if they survive a three-pronged test, namely, they must: (1) be justified without reference to the content of the regulated speech; (2) serve a significant governmental interest by the least restrictive possible means; and (3) leave open ample alternative channels for the communication of the information. *Erzonznik v. City of Jacksonville, 45 L. Ed. 2d 125 (1975); State v. Miller, supra.*

("[P]rior restraints on speech and publication are the most serious and the least tolerable infringement on **first** Amendment rights"); ***Pittsburg Press Co. v. Pittsburg Comm'n on Human Relations, 413 U.S. 376, 390 (1973).***

There is little need to reiterate that the freedoms of speech and of the press rank among our most cherished liberties. As Mr. Justice Black put it: **"In the First Amendment the Founding Fathers gave the free press the protection it must have to fulfill its essential role in our democracy."** *New York Times Co. v. United States, 403 U.S. 713, 717 (1971)* (concurring opinion). The durability of our system of self-government hinges upon the preservation of these freedoms.

"[S]ince informed public opinion is the most potent of all restraints upon misgovernment, the suppression or abridgment of the publicity afforded by a free press cannot be regarded otherwise than with grave concern. . . **A free press stands as one of the great interpreters between the government and the people. To allow it to be fettered is to fetter ourselves."** Grosjean v. American Press Co., 297 U.S. 233, 50 (1936).

Pittsburg Press Co. v. Human Rel. Comm'n, 413 U.S. 376 (1973)

Amendment XIV

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are Citizens of the United States and of the State wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of Citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The ratification of the ***Fourteenth*** Amendment radically changed the Federal Courts' relationship with State Courts. That Amendment, one of the post-Civil War Reconstruction Amendments ratified in 1868, is the source of this Court's power to decide whether a Defendant in a State proceeding received a fair Trial i.e., whether his deprivation of liberty was "without due process of law." U.S. Const., Amdt. 14 § 1 ("[N]or shall any State deprive any person of life, liberty, or property, without due process of law"). In construing that Amendment, we have held that it imposes minimum standards of fairness on the States, and requires State Criminal Trials to provide Defendants with protections "implicit in

the concept of ordered liberty." *Palko v. Connecticut, 302 U.S. 319, 325 (1937).*

Summary Judgment Standard

When ruling on Motions for Summary Judgment, Rule 56 (C) of the Ohio Rules of Civil Procedure guides the Court. As the Ohio Supreme Court has outlined, Rule 56 (C) permits the Court to grant Summary Judgment when (1) there are no genuine issues of material fact; (2) reasonable minds can come to only one conclusion, and the conclusion adversely affects the non-moving party; and (3) the moving party is entitled to judgment as a matter of law. *Zivich v. Mentor Soccer Club (1998), 82 Ohio St. 3d 367, 369-370.*

JUSTICE ALITO agrees with JUSTICE SCALIA, and would transpose to the pleading stage "the test that is used at the Summary Judgment and Judgment-as-a-matter-of-law stages." Post, at 3 (opinion concurring in Judgment). But the test at each stage is measured against a different backdrop. It is improbable that Congress, without so stating, intended Courts to test pleadings, unaided by Discovery, to determine whether there is "no genuine issue as to any material fact." See Fed. Rule Civ. Proc. 56 (C). And Judgment as a matter of law is a post-trial device, turning on the question whether a party has produced evidence

"legally sufficient" to warrant a jury determination in that party's favor. See Rule 50(a) (1).

Tellabs v. Makor Issues & Rights, 06-484 (U.S. 6-21-2007), 127 S. Ct. 2499

PROLOG

Enemies of the United States of America, some of whom were determined to have murdered American Troops have been found by the United States Supreme Court to have rights that are to be protected under the United States Constitution.

"The Laws and Constitution are designed to survive and remain in force, in extraordinary times." Justice Anthony Kennedy writing the majority opinion. ***Boumedienne, et al. vs. Bush, President of the United States*** *Case No.: 06-1195 Decided June 12, 2008*

Plaintiffs' Brahim (Abe) is a Palestinian American Citizen and Michael Troy Watson is an American Citizen and Black Student of Islam who had their Constitutional Rights violated initially, their Freedom of Speech, and subsequently their Equal Protection under the Law. This was done by the Zionist Anti-Defamation League, Jews and/or other Jewish Influences that intended to silence any and all voices that they believed were contrary to what they perceived was in their best interests and the interests of the State of Israel.

The United States Supreme Court in their divided opinion sided with the protections guaranteed under the Constitution of the United States to accused Terrorists. The Petitioners' are Law abiding American Citizens who should likewise have their Constitutional Rights of Freedom of Speech and Equal Protection under the Laws enforced by this Honorable Court.

SUPPLEMENT TO REASONS FOR GRANTING PETITION

The Petition for Writ of Certiorari is incorporated herein for purposes of reference hereto.

Chief Justice Rehnquist identified that "cases involving unsettled questions of Federal Constitutional Statutory Law of General interests" should be considered Certiorari worthy. The Supreme Court: How It Was, How It Is 269 (1987) *Harlan, Manning LeDikes, 13 Rec. of the N.Y.C. Bar Association 541, 549 (1958).*

Obviously, the Cuyahoga County Court of Common Pleas Trial Court Judge William J. Coyne was intimidated by the actions of the Anti-Defamation League including but not limited to their demand that the incomplete Deposition of and all copies of Bettysue Feuer, Regional Director of the ADL's deposition and videotape be confiscated

and destroyed. The influences with regard to this case permeate the absurd determinations by the Eighth District Court of Appeals including Judge Mary J. Boyle's (newly Elected Appellate Judge) determinations that the Records confirming a Contract in writing and Statements of the Defendants' Employees admitting the Plaintiffs' Contract existence were "taken out of context" contrary to the Supreme Court of Ohio's precedent as to the restrictions on Summary Judgment.

The United States Supreme Court recently reviewed an issue containing similar elements in the recent determinations on behalf of the First Amendment Freedom of Speech Rights in the case of *Federal Communications Commissions, et al. v. Fox Television Stations, Inc., et al.* United States Supreme Court Case No.: 07-582.

> **"In *National Labor Relations Bd. V. Catholic Bishop of Chicago. 440 U.S. 490, 500 (1979),* the Court summarized the rule: laws "ought not be construed to violate the Constitution if any other possible construction remains available." This principle is especially important where free expression is at risk, because "[t]he values enshrined in the First Amendment plainly rank high 'in the scale of our national values.'" *Id.* At 501 (quoting *McCulloch v. Sociedad Nacional de***

M
([*Marineros de Honduras*](), *372 U.S. 10, 17 (1963)).*

In *C*[*atholic Bishop*]() the U.S. Supreme Court engaged**d in the full scale Constitutional analysis *BEFOR*[*RE MAKING A CONCLUSION.*]() Prior to "making**g a conclusion" in this case, the United States S**Supreme Court must be charged with the task of l**likewise concluding a full scale Constit**tutional analysis of the issues herein present**ted.

Whi**ile it is clear that the Ohio Standard for Summa**ary Judgment *Givich v. Mentor Soccer Club (1998),* **82 Ohio St. 3d. 367, 369-370. Has been violated**d in the determinations influenced by the ***"BEHI**ND THE SCENES"* activities of the ADL, the seq**uence of events that establishes this pattern is obvio**ous:

1. T**The ADL was forced by the Trial Court's M**Motion to Compel to release their ***"BEHIND T**THE SCENES"* E-Mails to the Defendant d**demanding the Plaintiff/Appellants removal f**from their immensely popular Broadcast (see S**Supplement Appendix I

   F**From Bettysue Feuer Regional Director of A**ADL to David Bevins Radio One Vice P**President.

"Dear David;

I am not sure this is the type of show that is good for your station or for our City."(See Supplement Appendix I.)

> "Thank you...we did speak with him after our (with Bettysue Feuer Regional Director of ADL) last conversation and advised him that we are on a seven second delay and if his language ***OR CONTENT OF THE SHOW*** turns (sic) becomes inflammatory, we will dump out of it.
> (David Bevins, General Manager Radio One-Cleveland, see Supplement Appendix I).

"Just spoke with Betty Sue Feuer from the Anti-Defamation League of Greater Cleveland..."

"Also assured her that we do have a delay on the show and the board operator has control of dumping the show if they find it offensive or detrimental to the station. She asked if I would call her back if we decide to terminate the show."
David Bevins General Manager Radio One-Cleveland Memo

The Cleveland Plain Dealer on September 15, 2004 quoted Abe Foxman the National Chairman of the Anti-Defamation League as saying "Complaints about the program content prompted a front page story in the August 27th edition of *Cleveland Jewish*

News in which the National Head of the Anti-Defamation League called for the shows cancellation. A week later that wish came true. " (see Supplement Appendix "H").

"Is it (the program) offensive?" Asked Bettysue Feuer, Regional Director of the Anti-Defamation League. "You bet your bottom line its offensive." Would I like it off the air? You bet..."
Cleveland Jewish News September 29, 2004 (see attached Supplement Appendix "H")

"Bettysue Feuer Regional Director of the Anti-Defamation League is unfamiliar with the specifics behind the shows cancellation. If it was removed from the air due to content she says, thats in violation of the Right to Free Speech. I don't believe that is how we operate in America. "I might hate what they are saying, but they have the right to say it." (***compare this public statement with her E-Mail demands to have the show removed!!!***)
Cleveland Jewish News September 29, 2004 (see attached Appendix "H")(parens added)

The Cleveland Plain Dealer on September 8, 2008 ran a follow up article on the Plaintiffs' case announcing that the case was pending in the United States Supreme Court.
Cleveland Plain Dealer September 8, 2008 (see attached Supplement Appendix " J ")

"***But few people are aware of the depth…and importance…of the work we do behind the scenes***. Just look at the enclosed and you will see for yourself. When we Appeal for help in order refute Anti-Semitic conspiracy theories published by supposedly reputable academics, we get help. When we seek resources to defend Israel from European Boycotts or Iranian Demagogues, we get resources." Abraham H. Foxman, National Director of the Anti-Defamation League.
ABRAHAM FOXMAN 8/08/08 CORRESPONDENCE (SUPPLEMENT APPENDIX "K")

As the ultimate in arrogance, the Defendants have the ***AUDACITY OF INFLUENCE*** to presuppose the United States Supreme Court's determination in this case.

"Said Radio Station Attorney Joel Hlavaty, Anybody with a filing fee can ask the United States Supreme Court to consider a case. ***OF COURSE, WE EXPECT THE COURT TO NOT CONSIDER IT." (see attached Supplement Appendix "J")***

CONCLUSION

The original Trial Judge overruled (2) Two of his own prior determinations to send the case to the Jury after the filing by the ADL demanding that the Deposition of Bettysue Feuer, Regional Director of the Anti-Defamation League be confiscated and

destroyed and falsely accusing the Plaintiffs with Anti-Semitism. The Eighth District Court of Appeals overruled the precedent established by the determinations of the Ohio Supreme Court to sustain a Summary Judgment under these extraordinary circumstances. The Ohio Supreme Court failed to review this matter and it is now before the United States Supreme Court on the Plaintiffs' Petition for Writ of Certiorari. Under such circumstances what should echo in the United States Supreme Court's ears and throughout its hallowed halls is the Defendants' audacity of arrogance and their statement that "***ANYBODY WITH A FILING FEE CAN ASK THE U.S. SUPREME COURT TO CONSIDER A CASE. OF COURSE, WE EXPECT THE COURT TO NOT CONSIDER IT.***"

(See Supplement Appendix " J ")

We do not believe that it is possible for the ADL to give orders to the United States Supreme Court and we hope that our faith in our last hope for justice is not in vain. We hope that the United States Constitution, Justice and fairness is what guides the hands of the U.S. Supreme Court and not these minions of injustice.

After the publishing of the Plain Dealer Article on September 8, 2008 Petitioner Watson received a letter of threat in the mail (see Supplement Appendix "L") and the General Public

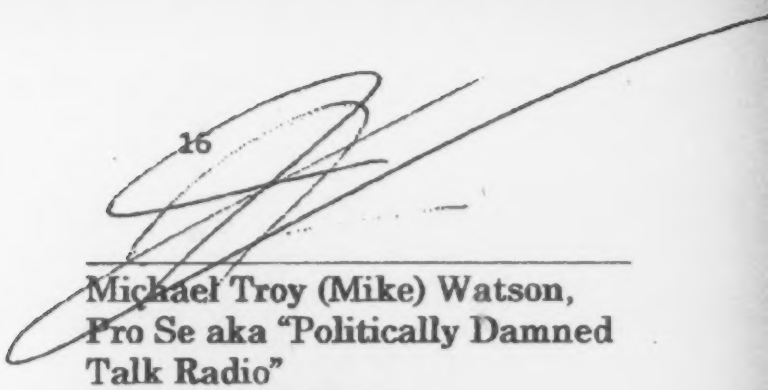
requested their opportunity to give their opinion to the United States Supreme Court in support of the Petitioners. Copies of their Supplements to the Petition for Writ of Certiorari are attached hereto and incorporated by reference herein as Supplement **APPENDIX "M"**

WHEREFORE, Petitioners respectfully request that this Honorable Court grant them an opportunity of Full Hearing and Argument of these issues of Constitutional violation in the interest of law, dedication to justice, abhorrence of influence and any and all other relief to which the Petitioners may be entitled in law, justice, equity and/or in their best interest.

Let us at least, have our day in Court.

Respectfully Submitted,

Brahim (Abe) Ayad, Pro Se
aka "Politically Damned
Talk Radio"
4523 Camillia Lane
North Olmsted, Ohio 44070
(440) 724-6523



Michael Troy (Mike) Watson,
Pro Se aka "Politically Damned Talk Radio"
1502 East 172nd St
Cleveland, Ohio 44110
(216) 322-4183

THE STATE OF OHIO)
) S.S.: Coyne, J.
COUNTY OF CUYAHOGA)

IN THE COURT OF COMMON PLEAS
CIVIL DICISION

BRAHIM (ABE) AYAD,)
PRO SE DBA ")
POLITICALLY DAMNED")
TALK RADIO, ET AL.,)
)
Plaintiffs,)
) Case No.:
) CV-542565
-v-)
)
RADIO ONE, INC.,)
WERE RADIO 1300 AM, et al.)
)
)
Defendants.)

- - - - -

TRANSCRIPT OF PROCEEDINGS

- - - - -

Whereupon the following proceedings were had in Courtroom No. 15-D, The Justice Center,

APPENDIX "A"

Cleveland, Ohio, before the Honorable William J. Coyne, on Tuesday, September 14, 2004, upon the pleading filed heretofore.

- - - - -

APPEARANCES:

Michael Troy Watson, Pro Se, and

Brahim Ayad, Pro Se

On behalf of the Plaintiffs;

Joel Hlavaty, Esq. and Larry Conner, Esq.

On behalf of Defendants.

Mary Jean Cooley, RMR
Official Court Reporter
Cuyahoga County, Ohio

TRANSCRIPT P. 34 L. 17-25

However, I do believe that the issues of whether the Contract at all was breached, be it oral or written, is a question of fact for a Jury, and that there are avenues of financial renumeration that can be given to the Plaintiffs if they are successful, as was prayed for in their Complaint, in substantial money damages.

And therefore, considering the entirety of what has been argued to me, and there, by the way was.....

...we were removed from the air is yet to be addressed.

MR. HLAVATY: That's fine.

- - - - -

(Therefore, Defendant's Exhibit A was marked for identification.)

MR. HLAVATY: Thank you.

Your Honor, handing you what has been marked as Defendant's Exhibit A, that was entered into between Radio One and Mr. Ayad back in September of 2003, and you'll see in the very first paragraph it says it begins on September 5, 2003, and runs for a period of 52 weeks.

The Contract period expired on or about September 5 of 2004, and Radio One simply decided not to re-execute, re-opt, or renew the Contract.

CERTIFICATE

- - -

I, Mary Jean Cooley, Official Court Reporter for the Court of Common Pleas, Cuyahoga County, Ohio, do hereby certify that as such reporter I took down in stenotype all of the proceedings had in said Court of Common Pleas in the above-entitled cause; that I have transcribed my said stenotype notes into typewritten form, as appears in the foregoing Transcript of Proceedings; that said Transcript is a complete record of the proceedings had in the Trial of said cause and constitutes a true and correct Transcript of proceedings had therein.

Mary Jean Cooley, RMR
Official Court Reporter
Cuyahoga County, Ohio

Gerald E. Fuerst, Clerk of Courts
Court of Common Pleas-Cuyahoga County, Ohio

Case Summary

Case Number:	CV-04-542565
Case Title:	Brahim (Abe) Ayad, et al. vs. Radio One, Inc., et al.
Case Designation:	Contract-Business
Filing Date:	09/10/2004
Judge:	William J. Coyne
Magistrate:	N/A
Room:	N/A
Next Action:	N/A
File Location:	C/A PENDING
Last Status:	INACTIVE
Last Status Date:	03/22/2006
Last Disposition:	DIS. W/ PREJ
Last Disposition Date:	03/17/2006
Prayer Amount:	$.00

APPENDIX "B"

11/28/2005 N/A JE

11-22-05. MOTION OF DEFENDANTS FOR JUDGMENT ON THE PLEADINGS (FILED 8-31-05) IS GRANTED IN PART AND DENIED IN PART. PLAINTIFFS' CLAIM FOR BREACH OF CONTRACTS IS THE ONLY CLAIM THAT SURVIVES DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS. ACCEPTING PLAINTIFFS' ALLEGATIONS AS TRUE, AS THIS COURT MUST FOR THE PURPOSE OF RULING ON A MOTION FOR JUDGMENT ON THE PLEADINGS, THE COURT FINDS THAT PLAINTIFFS HAVE PLEAD A CAUSE OF ACTION FOR BREACH OF AN ORAL CONTRACT THAT MODIFIED AND EXTENDED A WRITTEN AGREEMENT BEWTEEN THE PARTIES. THE COURT FINDS THAT PLAINTIFFS' BREACH OF CONTRACT CLAIM APPLIES ONLY TO CORPORATE DEFENDANT RADIO ONE, INC. PLAINTIFFS' BREACH OF CONTRACT CLAIM DOES NOT APPLY TO ANY OF THE INDIVIDUAL DEFENDANTS BECAUSE, AS A MATTER OF LAW, INDIVIDUAL LIABILITY SHOULD NOT BE EXTENDED TO CORPORATE REPRESENTATIVES ACTING IN THEIR CORPORATE CAPACITY. JUDGMENT IS GRANTED IN FAVOR OF ALL DEFENDANTS

ON ALL REMAINING CLAIMS. PLAINTIFFS CASE MAY PROCEED AGAINST DEFENDANT RADIO ONE, INC ONLY AND UNDER BREACH OF CONTRACT CLAIM ONLY. BOOK 3447 PAGE 0330 11/28/2005 NOTICE ISSUED

Gerald E. Fuerst, Clerk of Courts
Court of Common Pleas-Cuyahoga County, Ohio

Case Summary

Case Number:	CV-04-542565
Case Title:	Brahim (Abe) Ayad, et al. vs. Radio One, Inc., et al.
Case Designation:	Contract-Business
Filing Date:	09/10/2004
Judge:	William J. Coyne
Magistrate:	N/A
Room:	N/A
Next Action:	N/A
File Location:	C/A PENDING
Last Status:	INACTIVE
Last Status Date:	03/22/2006
Last Disposition:	DIS. W/ PREJ
Last Disposition Date:	03/17/2006
Prayer Amount:	$.00

APPENDIX "C"

03/13/2006 D1 SR	SUBPOENA FOR: MR. TYRONE S. SHABAZZ, SERVED MAR. 7, 2006.
03/13/2006 D1 SR	SUBPOENA FOR: MR. ANTHONY SAHIL BILAL, SERVED MAR. 7, 2006
03/13/2006 N/A OT	MEMORANDUM IN SUPPORT OF MOTION FOR PROTECTIVE ORDER OF BETTYSUE FUER...ALAN M. RAUSS (000888)
03/13/2006 N/A MO	MOTION FOR PROTECTIVE ORDER OF BETTYSUE FUER ALAN M. RAUSS (0000888) 03/29/2006-UNKNOWN
03/10/2006 P2 OT	P2 MICHAEL TROY WATSON RESPONSE TO DEFTS MOTION FOR SUMMARY JUDGMENT. PRO SE 9999999

03/10/2006 D OT	DEFENDANT(S) RADIO ONE, INC. (D1) and RADIO ONE, INC. (D2) OPPOSITION TO PLTF'S MOTION FOR SUMMARY JUDGMENT...FILED. JOEL R. HLAVATY 0027005
03/17/2006 N/A/ JE	3-16-06. PLAINTIFFS MOTION FOR SUMMARY JUDGMENT DENIED. DEFT. RADIO ONE, INC.'S MOTION FOR SUMMARY JUDGMENT GRANTED. THE COURT, HAVING CONSIDERED ALL THE EVIDENCE AND HAVING CONSTRUED THE EVIDENCE MOST STRONGLY IN FAVOR OF THE NON-MOVING PARTY, DETERMINES THAT REASONABLE MINDS CAN COME TO BUT ONE CONCLUSION, THAT THERE ARE NO

GENUINE ISSUES OF MATERIAL FACT, AND THAT DEFT. RADIO ONE IS ENTITLED TO JUDGMENT AS A MATTER OF LAW. ALL OTHER MOTIONS DENIED AS MOOT. FINAL. COURT COST ASSESSED TO THE PLAINTIFF(S). BOOK 3512 PAGE 0266 03/17/2006 NOTICE ISSUED

Court of Appeals of Ohio
EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 88031

BRAHIM (ABE) AYAD, DBA POLITICALLY DAMNED TALK RADIO, ET AL.

PLAINTIFF-APPELLANTS

vs.

RADIO ONE, INC., ET AL.

DEFENDANT-APPELLEE

JUDGMENT:
AFFIRMED

Civil Appeal from the
Cuyahoga County Court of Common Pleas
Case No. CV-04-542565

BEFORE: Boyle J., Kilbane, P.J., and Blackmon, J.

RELEASED: May 24, 2007

JOURNALIZED: APPENDIX "D"

BOYLE, M.J., J.:

Plaintiff-appellants, Brahim Ayad and Michael Troy Watson, d.b.a. Politically Damned Talk Radio, appeal from a March 17, 2006 judgment of the Cuyahoga County Court of Common Pleas, granting the motion for summary judgment of appellee, Radio One, Inc. ("Radio One").

On September 10, 2004, appellants filed a complaint against Radio One and six other defendants, for breach of contract, violation of their right to free speech, tortuous interference with their right to contract, libel and/or slander, breach of practice of custom, discrimination by race, religion, and/or political ideology, and conspiracy to harm[1]. Simultaneously, appellants filed a motion for temporary restraining order, commanding their immediate return to the airways at WERE in the time previously allotted to their program. The Trial Court denied appellants' motion for a temporary restraining order on September 16, 2004.

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[1] The other defendants named were WERE Radio 1300 AM ("WERE"), Catherine L. Hughes, Chairperson of the Board and Secretary of Radio One, Carl Hamilton, Vice President in Charge of Operations of Radio One, David Bevins, Corporate Executive of Radio One and WERE, Bill Glover Sales Manager of Radio One and WERE, and John Doe.

On October 12, 2004, defendants removed the case to the United States District Court for the Northern District of Ohio, Eastern Division. However, on July 19, 2005, the Federal District Court granted defendants' motion for judgment on the pleadings with respect to all federal claims. It further dismissed the remaining state claims for lack of subject matter jurisdiction and remanded the case to the Cuyahoga County Court of Common Pleas.

On August 31, 2005, defendants filed a motion for judgment on the pleadings, which the trial court granted in part, and denied in part, on November 23, 2005. It granted judgment to all defendants, except for Radio One, and granted judgment on all of appellants' claims, except for their breach of contract claim.

Radio One filed a motion for summary judgment on February 8, 2006 and appellants filed their motion for summary judgment on February 24, 2006. On March 17, 2006, the Trial Court denied appellants' motion for summary judgment and granted judgment as a matter of law to Radio One.

It is from this judgment which appellants appeal, raising the following five assignments of error:

"[1.] The Trial Court erred in granting [Radio One's] Motion for Summary Judgment contrary to law of Summary Judgment and the facts at issue in

the case for reasons including, that outstanding issues of material fact remained unresolved*.**

"[2.] The Trial Court erred in denying [appellants'] first motions to compel and then granted [Radio One's] Motion for Summary Judgment in spite of their refusal to comply with discovery, including interrogatory response, production of documents and/or deposition appearance.

"[3.] The Trial Court erred in granting [Radio One's] Motion for Judgment on the Pleadings as to dismissed defendants*.**

"[4.] The Trial Court erred in denying [appellants'] second and third Motions to Compel and then granting [Radio One's] Motion for Summary Judgment in spite of their refusal to comply with discovery, including interrogatory response, production of documents and/or deposition appearance.

"[5.] The Trial Court erred in granting Summary Judgment overruling the 'law of the case' as the Trial Court had previously determined that the case 'would go to the jury' in the Court's Temporary Restraining Order ruling and overruled [defendant's] Motion for Judgment on the Pleadings finding that [***] 'Plaintiffs case may proceed against the defendant, Radio One, Inc.,

only and under the breach of contract claim only."[2]

In their first assignment of error, appellants present three issues for our review. They maintain that the Trial Court erred in granting summary judgment to Radio One when if found that Radio One did not breach an oral agreement between the parties, a written agreement, or breach the custom and practice between the parties.

In order for a summary judgment to be granted, the moving party must prove: "*** (1) no genuine issues of material fact remains to be litigated, (2) the moving party is entitled to judgment as a matter of law, and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the nonmoving party, that conclusion is adverse to the party against whom the motion for summary judgment is made." *Mootispaw v. Eckstein, (1996), 76 Ohio St. 3d 383, 385.*

The Ohio Supreme Court stated in *Dresher v. Burt, (1996), 75 Ohio St. 3d 280, 296,* "***the moving party bears the initial responsibility of

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[2]Plaintiffs presented six other assignments of error in their brief, numbered six through eleven. However plaintiffs did not argue them or put forth any reasons or authority in support of these assignments, as required by App. R. 16(7). As such, we will not address them.

informing the Trial Court of the basis for the Motion, and identifying those portions of the record which demonstrate the absence of a genuine issue of fact on a material element of the nonmoving party's claim. The 'portions of the record' to which we refer are those evidentiary material listed in Civ. R. 56 (C), such as the pleadings, depositions, answers to interrogatories, etc., that have been filed in the case. *** (Emphasis sic.) If the moving party satisfies this burden, then the moving party has the burden,
pursuant to Civ. R. 56(E), to provide evidence demonstrating a genuine issue of material fact. If the nonmoving party does not satisfy this burden, the summary judgment is appropriate. Civ. R. 56(E).

Appellate Courts review a Trial Court's granting of Summary Judgment de novo. *Brown v. Scioto Cty. Bd. Of Commrs.*, (1993), 87 Ohio App. 3d 704, 711. The *Brown* Court stated that "we review the judgment independently and without deference to the Trial Court's determination." Id. An Appellate Court must evaluate the record "in light most favorable to the nonmoving party." *Link v. Leadworks Corp., (1992), 79 Ohio App. 3d 735, 741.*

Furthermore, a Motion for Summary Judgment must be overruled if reasonable minds could find for the party opposing the Motion. Id.

In the case sub judice, it is undisputed that Radio One and Ayad entered into a written on contract September 2, 2003, where Ayad paid for airtime on WERE to broadcast a radio-talk show, Politically Damned.[3] The Contract was titled: "WERE-AM TIME BROKERED CONTRACT." Under the contract, Ayad was identified as the "time broker."[4]

Paragraph one of the agreement stated:

"In consideration of the weekly Net Sum of $200.00, Radio One, Inc. agrees to sell and Time Broker agrees to buy the Friday, 10:00pm-11:00pm segment of available airtime on the Station with weekly payment due each day of broadcast beginning September 5th, 2003 for a period of 52 weeks (see section 14). The Station reserves the right to change program times with reasonable notice. All sales are subject to terms and conditions set forth below."[5]

The final paragraph of the contract further provided:

"This agreement may not be changed, altered, or modified except in writing. The only persons authorized to alter the terms of this agreement on behalf of Radio One, Inc. and WERE

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[3]Appellant Watson was not a party to the Contract.

[4]A time broker pays the radio station a fee for the right to broadcast a program for a set period of time.

are the Station Manager of WERE, the General Manager and the Operations Manager of Radio One Cleveland."

It is also undisputed that appellants orally purchased additional hours of airtime per week from Radio One. Initially, Politically Damned aired for one hour per week, every Friday, from 10:00 p.m. to 11:00 p.m. On October 24, 2003, appellants purchased an additional hour per week, on Friday evenings, from 10:00 p.m. to 12:00 a.m. On March 19, 2004, they purchased another hour per week, from 9:00 p.m. to 10:00 p.m., every Friday. Thus, appellants' show was then on the air each Friday, from 9:00 p.m. o midnight.

Finally, on May 25, 2004, appellants purchased the 11:00 p.m. to 12:00 a.m. time period every Monday through Thursday, for a total of seven hours of airtime per week.

Appellants aired their final broadcast on Friday, September 3, 2004. On Monday, September 6, 2004, Bevins notified appellants that WERE was not renewing their contract. Appellants had already paid $1800 in advance for two weeks of programming, from September 6,

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[5]The parties agree that according to the Time Broker Contract, Ayad was required to pay each week, with payment due "each day of broadcast." Nevertheless, it was evident from the testimony of Watson and William Glover, WERE's

2004 through September 17, 2004. Radio One returned the check to appellants on September 9, 2004.

In their first issue presented, appellants claim that the written contract between Ayad and Radio One, entered into on September 3, 2003, was orally modified. They contend that the original contract's expiration date did not apply and that the modified agreement did not have an expiration date.

It has been long established that contracts may be written or oral. *Exkliff v. Walters, 168 Ohio App. 3d 727, 2006-Ohio-4817, at ¶ 22.* It is also well settled that written contracts may be orally modified or modified by subsequent acts. *Wilhelmy v. 15201 Detroit Corp. (June 5, 1997), 8th Dist. No. 71290, 1997 Ohio App. LEXIS 2442,* at *10,* citing *Smaldino v. Larsick (1993), 90 Ohio App. 3d 691, 698.* However, "[t]he general rule is that a written contract may be orally amended if the oral amendment has the essential elements of a binding contract." *Carrocce v. Shaffer (Oct. 31, 1997), 11Dist. No. 96-T-5521, 1997 Ohio App. LEXIS 4845,* at *9, Richland Buildings, Inc. v. Thome, et al. (1950), 88 Ohio App. 520, 527.*

Account Executive/Account Manager, that almost from the beginning of the contract, Ayad paid for the programming two weeks in advance, and that is what was expected of him.

The necessary elements of a valid contract include an offer, acceptance, contractual capacity, consideration (the bargained for legal benefit and/or detriment), a manifestation of mutual assent and legality of object of consideration. Id. at ¶ 23, citing *Kostelnik v. Helper, 96 Ohio St. 3d 1, 2002-Ohio2985,* at ¶ *16.* It is imperative that there was a "meeting of the minds" as to the essential terms of the agreement. Id.

Appellants allege that "first modification of the original agreement occurred" when the contract was "rewritten and assigned a new contract number on or about January 30, 2004." Appellants contend that "even dismissed defendant/appellee Bevins acknowledges that more than one contract existed," citing numerous portions of Bevins' deposition testimony.

Radio One maintains, however, that the original contract was never modified, and that each time appellants purchased more airtime, it was under the umbrella of the original Time Broker Contract. Radio One concedes that two different contract numbers existed on documents that were sent to appellants, but claims they were accounting issues that did not alter the original contract.[6]

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[6] Radio One further argues that when a document is clear an ambiguous, parole evidence is not permitted to contradict the contract terms. Under Ohio law, the parole evidence rule forbids the use of an oral or written statement

Radio One originally sent Ayad documents, labeled either "sales order" or "invoice," summarizing the airtime Ayad had purchased, which had a contract number of 710380. Beginning on January 30, 2004, and throughout the remainder of the parties' relationship, Ayad was sent documents WERE labeled "Broadcast Contract," which had a different contract number of 7100526.

Bevins and Glover testified in their depositions that these documents originated from Radio One's Marketron system. They both explained that Marketron is the station's accounting and scheduling software program that automatically assigns a contract number to an

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22, 27. However, this rule does not apply to a later oral modification of the contract. *Uebelacker v. Cincom Systems, Inc. (1988), 48 Ohio App. 3d 268, 549,* paragraph three of the syllabus. Thus the parole evidence rule does not apply here.

invoice or sales order, which is then sent to clients.

They both further stated that the Marketron program is typically used for advertisers, not time brokers. Bevins said that the Marketron does not have the correct terminology for time brokers, and that is why they use a separate time-broker agreement. However, he agreed that documents

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made before or at the time a written contract is entered to vary that contract. *Galmish v. Cicchini (2000), 90 Ohio St. 3d*

created in Marketron are sent to both advertisers and time brokers, so they have a record of the airtime purchased.

Glover explained that time-broker contracts do not have a contact.[7] He also stated that the contract numbers on the documents sent to Ayad were automatically generated by Marketron and were simply for "traffic and billing purposes."

Both Bevins and Glover described why appellants were sent documents that had a new contract number on them. Their testimony was consistent that appellants had a late payment on January 30, 2004. When this happens, they said that Marketron dos not allow additional data to be put in the system, unless a new contract number is generated. Both explained that it did not mean that a new contract was created, but that it was a modification of the sales order between the parties.

Appellants argue that other factors, in addition to two contract numbers, lead them to believe there was a new agreement. They assert that a new contract existed because new terms and conditions were set forth on the back of the Broadcast Contract that was sent to them.

On the back of the Broadcast Contract, it states "Sales Agreement: Terms and Conditions."

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[7]It is significant to note that the actual Time Broker Agreement did not have a Contract Number assigned to it.

Appellants allege that under section number two, termination, Radio One was required to give them fourteen days prior notice before terminating the contract. This provision states: "[e]ither party may terminate this Agreement, without cause, upon giving the other party at least 14 days prior notice***." It further provides: "[s]tation may, effective upon notice to Advertiser or Agency, terminate this [a]greement at any time upon material breach by Advertiser or Agency***.

Bevins explained in his deposition that the terms and conditions only applied to advertisers. In deed, a review of the terms and conditions supports Bevins' testimony. It repeatedly refers to the parties as "Advertiser or Agency" and the "Station." Under the first section, billing and payment, it states that "[p]ayment is due by Advertiser or Agency within 30 days of the billing date as set forth on the invoice. ***" That was not the case with appellants, who all agree, had to pay in advance, or Politically Damned would not have aired.

Bevins does admit that on the front of the Broadcast Contract, it identifies Ayad as the advertiser. However, he explained that Ayad was a time broker, not an advertiser. In order to input data into Marketron, which was designed for the station's advertisers, they had to identify Ayad as the advertiser.[8]

The portions of the transcript which appellants point to in support of their proposition that Bevins repeatedly acknowledged that two contracts existed, are taken out of context. Bevins consistently states, throughout three days of deposition testimony, that there were modifications of additional air sales, as well as changes to the schedule, but never to the terms and conditions of the original agreement. He further explains that the purchase of the additional time was under the umbrella of the original contract and that the original terms and conditions still applied, including the expiration date.

After a review of the evidence in the record, we agree that there is no genuine issue of material fact as to whether the original contract was revoked or modified. The Time Broker Contract states in the first paragraph that "[t]he Station reserves the right to change program times with reasonable notice." It further provides that "[a]ll sales subject to the terms and conditions set forth below." Later in the agreement, it also refers to additional time purchased, stating in paragraph three, "[t]ime broker agrees that, with respect to any given segment of airtime purchased ***." In paragraph fourteen, it also refers to "[t]his one year agreement ***."

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[8]Appellants do not claim that they ever believed that Ayad was an advertiser.

Thus, it is apparent from the face of the written contract that he parties contemplated the fact that additional airtime may be purchased by the time broker, and if so, the sales would be subject to the terms and conditions set forth in the original agreement. Further, Bevins' and Glover's testimony corroborated the fact that the additional sales of airtime were also subject to the original terms and conditions of the contract. No genuine issue of material fact exists as to whether an oral agreement existed, such that it nullified the original terms of the contract. Appellants' first issue has no merit.

In their second issue presented, appellants maintain that Radio One breached the written agreement between them and Ayad.

In this argument, appellants allege that Radio One breached the written Broadcast Contract, not the Time Broker Contract. Although not entirely clear, it seems appellants claim that Radio One violated the terms and conditions listed on the back of the Broadcast Contract.

However, we already determined from reviewing the document, as well as Bevins' and Glover's testimony, that terms and conditions on the back of Appellants were time brokers, not advertisers. Thus, there is no genuine issue of material fact regarding this issue and appellants' second issue is without merit.

In their third issue, appellants maintain that Radio One breached the custom and practice which existed between the parties. Specifically, they allege that because they paid two weeks in advance throughout the duration of the contract, which added weeks of programming to the schedule, that Radio One breached their agreement when it cancelled Politically Damned without notice.

Parties' conduct and declarations, evidenced by the surrounding circumstances, can be sufficient to show a meeting of the minds that the parties intended to create binding obligations. *Alliant Food Services, Inc. v. Powers, 8th Dist. No. 351088, 2002-Ohio-4193,* at ¶ *27.* However, if the minds of the parties have not met, then no contract has formed. Id. At ¶ *26.*

Ayad signed the Time Broker Contract requiring him to pay "each day of broadcast." However, it was undisputed that almost from the beginning of the relationship, Ayad paid two weeks in advance. Nevertheless, this does not alter the fact that the parties had an agreement for fifty-two weeks in advance does not extend the length or duration of the original written contract. In addition, there was no language in the contract which provided for automatic renewal or rollover of the contract. As such, no genuine issue of material fact exist and appellants' third issue does not have merit.

Having determined that all three issues lack merit, appellants' first assignment of error is not well taken.

In their second and fourth assignments of error, appellants argue that the trial court erred with respect to their motions to compel. First, they ague that the trial court erred when it denied their first motion to compel, and then granted summary judgment to Radio One. Secondly, they argue that the trial court erred in not granting their second motions to compel, and then granted summary judgment for Radio One.

The standard of review of a trial court's decision in discovery matters is whether the court abused its discretion. *Mauzy v. Kelly Services, Inc. (1996), 75 Ohio St. 3d 578,592.* Abuse of discretion connotes more than an error of law or of judgment; it implies an unreasonable, arbitrary, or unconscionable attitude on the part of the court. *Quonset Hut, Inc. v. Ford Motor Co. (1997), 80 Ohio St. 3d 46, 47,* citing *Lembaur v. Leis (1982), 1Ohio St. 3d 89, 91.*

It is unclear as to what appellants are referring to when they say "first motion to compel," since none of the motions was labeled "First Motion to Compel." However, they do claim that the trial court issued its decision in this matter without them "having the opportunity to cross-examine key witnesses of a central element within the case." We interpret their argument to mean that since they

did not get to depose Hughes and Hamilton (which is the subject of both of the Second and Third Motions to Compel), they assert that the trial court erred in granting summary judgment.

After reviewing the record, we cannot conclude that the trial court abused its discretion. Appellants filed seven motions to compel from November 17, 2005 until February 24, 2005. Within that same time frame, Radio One filed numerous motions, requesting protective orders from the court to preclude the depositions of Hughes and Hamilton. Hughes and Hamilton were originally named defendants in the suit. However, the trial court dismissed them in November 2004, when it granted, in part, defendants' judgment on the pleadings. Thus, they were no longer parties to the suit.

During this same time frame, appellants deposed Bevins and Glover. Their testimony showed that Bevins made all of the decisions with respect to WERE. It further showed that Hughes, who was Chairperson of the Board and Secretary of Radio One, knew little or nothing about the day to day activities of WERE. Hamilton, Voce President in Charge of Operations of Radio One and Supervisor to Bevins, knew that Bevins did not want to renew Ayad's contract, but did not advise him in any way regarding the matter, except to refer him to Valardo, Chief Counsel of Radio One.

Thus, the trial court did not abuse its discretion when it failed to order Hughes and Hamilton to appear for depositions. The trial court had sufficient evidence upon which to grant or deny summary judgment. We cannot conclude that it abused its discretion.

In its third assignment of error, appellants claim that the trial court erred when it granted judgment on the pleadings and dismissed all defendants except for Radio One. They contend that the trial court erred "in making this determination as a matter of law based on the facts that had been presented when it dismissed the claims of these dismissed Defendants'/Appellees." However, neither court, nor the trial court, can look to the facts that had been developed in the case on a motion for judgment on the pleadings.

The standard of review of the grant of a motion for judgment on the pleadings is the same as the standard of review of a dismissal of a complaint based upon a judgment upon the pleadings requires us to independently review the complaint and determine if the dismissal was appropriate. *Rich v. Erie County Department of Human Resources (1995), 106 Ohio App. 3d 88, 91.* A reviewing court need not defer to the trial court's decision in such cases. Id. In considering such a motion, one must look only to the face of the complaint. *Nelson v. Pleasant (1991), 73 Ohio App. 3d 497, 597.*

Appellants filed claims against defendants for breach of contract, violation of their right to free speech, tortuous interference with their right to contract, libel and/or slander, breach of practice or custom, discrimination by race, religion and/or political ideology, and conspiracy to harm. After remand from the Northern District Court of Ohio, the only remaining state claims were breach of contract, tortuous interference with Plaintiffs' right to contract, libel and slander, breach of practice and custom and conspiracy to harm. The trial court did not grant judgment on the pleadings with respect to the breach of contract claim. It did, however, dismiss all defendants except for Radio One.

With respect to the breach of contract claim and the trial court's dismissal of all defendants except for Radio One, we conclude the trial court did not err. The Time Broker Contract was not signed by a corporate officer in his or her individual capacity. The signature line on the contract states that the station manager signed it, "For Radio One, Inc." Generally, corporate officers are not individually liable on a breach of contract claim unless they personally signed the contract in their individual capacity. *Spicer v. James (1985), 21 Ohio App. 3d 222, 223.* Here, none of the defendants signed the contract in their individual capacity, but "For: Radio One, Inc."

in the case at both the trial and reviewing levels.' *Nolan v. Nolan [1984], 11 Ohio St. 3d [1,] 3* ***. The doctrine is necessary to ensure consistency of results in a case, to avoid endless litigation by settling the issues, and to preserve the structure of superior and inferior courts as designed by the Ohio Constitution. *State ex rel. Potain v. Mathews (1979), 59 Ohio St. 2d 29, 32* ***."

The trial court's ruling on a motion for judgment on the pleadings was not a decision of a reviewing court. Thus, appellant's fifth assignment of error is overruled.

Accordingly, appellants' five assignments of error are not well taken. The judgment of the Cuyahoga County Court of Common pleas is affirmed.

It is ordered that appellees recover from appellants costs herein taxed.

The court finds there were no reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MARY J. BOYLE, JUDGE
MARY E. KILBANE, P.J. and
PATRICIA A. BLACKMON, J.
CONCUR

The Supreme Court of Ohio

Brahim Abe Ayad, dba., etc., et al.
v.
Radio One, Inc., et al.

Case No. 2007-1816

ENTRY

FILED
January 23, 2008
CLERK OF COURT
SUPREME COURT
OF OHIO

Upon consideration of the jurisdictional memoranda filed in this case, the Court declines jurisdiction to hear the case.

Upon consideration of appellees' motion to dismiss appeal and appellants' motion to strike motion to dismiss appeal.

It is so ordered by the Court that the motions are denied as moot.

(Cuyahoga County Court of Appeals; No. 88031).

THOMAS J. MOYER
Chief Justice

APPENDIX "E"

Resume of:

Brahim (Abe) Ayad 4511
Camellia Lane North
Olmsted, Ohio 44070
(440) 724-6523

EDUCATION Graduate North Olmsted High School
(1984) Cleveland State (political Science)
(1984-1985)

PRESENT AND PAST LICENSES OR CERTIFICATES
State Liquor License (1986-2003) State Lottery License (1986-2003)
Used Car License (1999-2001) EBT License (1986-2003) .

UST License (1994-present)
Food Management License (1986-2003)
Vendors License (1986-2003)
Cigarette License (1986-2003)
Food Service License (1986-2003)
Federal ill License (1986-present)

APPENDIX "F"

EMPLOYMENT Coit Eagle, Clerk (1980-1982)
Easttown Eagle, Manager (1982-1986)
Beveo Drive Thru, Owner/Operator (1986-1991)

Abeco Beverage, Owner/Operator (1993-1996)
Abeco Sunoco, Owner/Operator (1994-Present)
Tremont Deli, Owner Leasor (1996-2002)
Babewash Car Wash, Owner Leasor (1998-2002)
Grandpa's Kitchen, Owner/Operator (1999-2003)
Kram & Kram, Auto Owner Leasor (1994-present)

REAL ESTATE OWNERSHIP AND
MANAGEMENT (1986-PRESENJ)

From 1986 through the present I have brought and sold Businesses and properties of a value in excess of($5,000,000.00) Five Million Dollars and have been self employed with Ownership and operation Of various parcels of Commercial Real Estate. I have also been involved in Commercial redevelopment, retail, purchasing property, developing business then selling business while maintaining property for rental income.

I have owned and operated hundreds of dunnams (acres) of land in Israel worth Millions of Dollars and I am fighting fort he return of Millions of Dollars of property confiscated by the State of Israel

MEDIA

TELEVISION WKYC Channel 3 News, WOIO Channel 19/43 News,
Fox Channel 8, and Public Access Cable Time Warner

RADIO PERSONALITYIHOST WERE 1300 AM (over 1 year)
As Co-Host, Al Bailey Show 1490 AM (multiple times)

NTERNET RADIO BROADCAST Political Commentary
www.republicradio.com A DAILY TALK SHOW (SECOND YEAR)

TV PERSONALITY HOST "Politically Damned" TV (1 year)
hown on Cleveland Time Warner Cable Channel 21,
Monday at 9 pm, Suburbs Time Warner Cable·
Channel 21 Saturday at 1 pm and Sunday at 11 am on Channel 21.

PRINT MEDIA Cleveland Plain Dealer (multiple)
Washington Post. (multiple)~ Cleveland Jewish News. (multiple)
Community Publications. (Several), Call & Post, (multiple)
St Peters Burgh Times Florida, (one time),
Cleveland State University Magazine. (multiple)
My family includes (12) Twelve children with (6) Six in College at this time.

Brahim (Abe) Ayad

Resume of:

Michael Troy Watson 717
1502 East 172nd Street
Cleveland, Ohio 44110-2929

EDUCATION

Graduate Shaker Heights High School 1969
Graduate Elmhurst College (B.S. Psychology) 1973

C.G.J.T. Program General Motors (1973)

Cuyahoga Community College (Metro) (Real Estate) (Medical Records Insurance Adjusting)

Graduate Cleveland Marshall College of Law (Juris Doctor) 1982

Harvard Law School (P.I.L.) 1983

PRESENT AND PAST LICENSES OR CERTIFICATES

FCC Third Class Broadcast License (Washington DC)
State of Ohio Real Estate Sales License
"Outstanding Young Men of America" (1980)
Commendation Cuyahoga County Recorder Benny Bonnano (1983)
National Association of Real Estate Brokers Incorporated
G.C.R.T.A. Investigator (State of Ohio)
Certificate of Appreciation Cleveland Bar Association
Attorney at Law State of Ohio (1983-2002) .
Attorney at Law Washington DC (1983-Inactive)
District of Columbia Court of Appeals(1986) .
Northern District of Ohio Certification District Court (1983)
Panel Chairman Cuyahoga County Court of Common Pleas
(Arbitrating Hundreds of Files assigned by the Court)
National Rifle Association Certified Gun Trainer (2004-) "
State of Ohio/County of Cuyahoga Gun Trainer (Registered)
Candidate for Cleveland City Council Ward 10 (2005-)

APPENDIX "G"

COMMUNITY PROFESSIONAL AND POLITICAL AFFILIATIONS PAST AND PRESENT

NAACP Legal Committee and Pro Bono Assistance
Murtis Taylor Community Center Board of Trustees
Republican Presidential Task Force awarded Medal of Merit (Ronald Reagan)
Presidential Republican Task Force (1992)
Presidential Election Registry (George Bush '41)
Who's Who in the Republican Party (1991)
Republican National Committee Delegate Republican Convention
Ohio Republican Party
Cuyahoga County Republican Party
National Republican Party (Washington DC)
National Leadership Award National Republican Congressional Committee
Republican Presidential Task Force Charter Member Honor Roll
Republican Presidential Task Force Life Membership
Inaugural Guest (President Ronald Reagan)
American Bar Association
Norman S. Minor Bar Association
National Bar Association
Ohio Association of Criminal Defense Lawyers
Ohio State Bar Association
Association of Trial Lawyers of America
Ohio Association of Criminal Defense Lawyers
Alpha Phi Alpha Fraternity Incorporated
Delta. Theta Phi Law Fraternity

EMPLOYMENT/SELF EMPLOYMENT REAL ESTATE OWNERSHIP AND MANAGEMENT (1970-PRESENT)

From 1970 through the present I have been self employed with Ownership and operation.
Of various parcels of Real Estate. At one time I owned
and operated up to Twenty Seven (27)
units of rental property and still maintain ten (10) units of rental property
presently fully occupied.
Indian Hills Properties, Building G Custodian and Janitor (1974)
General Motors Fisher Body Euclid Plant
(Production Foreman Cadillac Head Rest Department (1974) . .
Bailiff East Cleveland Municipal Court(Judge James Devinne)

COMMUNITY PROFESSIONAL AND POLITICAL AFFILIATIONS PAST AND PRESENT

NAACP Legal Committee and Pro Bono Assistance
Murtis Taylor Community Center Board of Trustees
Republican Presidential Task Force awarded
Medal of Merit (Ronald Reagan) Presidential Republican Task Force (1992)
Presidential Election Registry (George Bush '41)
Who's Who in the Republican Party (1991)
Republican National Committee Delegate Republican Convention Ohio
Republican Party Cuyahoga County Republican Party
National Republican Party (Washington DC) National Leadership Award
National Republican Congressional Committee
Republican Presidential Task Force Charter
Member Honor Roll ' Republican Presidential
Task Force Life Membership Inaugural Guest (President Ronald Reagan)
American Bar Association Norman S. Minor Bar Association
National Bar Association Ohio Association of Criminal
Defense Lawyers Ohio State Bar Association
Association of Trial Lawyers of America
Ohio Association of Criminal Defense Lawyers
Alpha Phi Alpha Fraternity Incorporated
Delta Theta Phi Law Fraternity

EMPLOYMENT/SELF EMPLOYMENT REAL ESTATE OWNERSHIP AND MANAGEMENT (1970-PRESENT)

From 1970 through the present I have been self employed with Ownership and operation of various parcels of Real Estate. At one time I owned and operated up to Twenty Seven (27) units of rental property and still maintain ten(10)units of rental property presently fully occupied.

Indian Hills Properties, Building G Custodian and Janitor (1974)

General Motors Fisher Body Euclid Plant (Production Foreman
Cadillac Head Rest Department (1974)

Bailiff East Cleveland Municipal Court (Judge James Devimie)

MEDIA

WRAY MEDIA COMPANY (2002-PRESENT)

Wray Media handles the Public Appearances on behalf of Michael Troy Watson. Wray Media also does Gun Training classes, Testing, training and issuing Certificates for Trainees to receive their Ohio Concealed Carry Permits.

RADIO DJ WABQ Top 40 and in person DJ appearances, operating Professional DJ Services, Co. (1972-1982)

TELEVISION WEWS Channel 5 {"Talking Head" commentary during OJ Trial with (then Prosecutor) Congresswoman Stephanie Tubbs Jones

MISC. EXPERT TV AND RADIO APPEARANCES WOIO Channel 61, WUAB Channel 43, FOX News Channel 8, CBS Channel 19 (TV), WTAM 1100 AM, WMII FM, WERE 1100 AM, WJMO 1490 AM (RADIO).

RADIO PERSONALITYIHOST WERE 1100 AM (1 year, A DAILY TALK SHOW)

RADIO PERSONALITYIHOST WJMO 1490 AM (2 years)

WJMO 1490 AM News Broadcaster

INTERNET RADIO BROADCAST Political Commentary
www~republicradio.com A DAILY TALK SHOW (SECOND YEAR)

TV PERSONALITYIHOST "Black Political Agenda" (second year) shown on Cleveland Adelphia Cable Channell5, Monday at 6 pm, Suburbs Adelphia Cable Channel 21 Saturday at 1 pm and Sunday at 11 am on Channel2l.

TV Commercial appearances as spokes person

PRINT MEDIA Guest Columnist Call & Post, Published appearances Cleveland Press, Cleveland Plain Dealer (multiple) Crusader News Papers, City Life News Papers, and The Reporter.

Michael Troy Watson

CLEVELAND
Jewish News.com

Wednesday September 29, 2004

Late-night talk show disturbing listeners

By: JEFF GREENWALD American Greetings Intern

"Politically Damned," an 11 p.m. radio talk show broadcast by 1300 AM WERE, is filled with antisemitic rhetoric, claim some Jewish listeners.

"It was just spewing such ugliness about Jews," exclaims Helen Weinberger of Beachwood, who was told about the show by a friend. "They (the talk-show hosts) just sounded so ignorant it sickened me. I had to turn it off. I just couldn't stand it anymore."

The show, which is hosted by Brahim "Abe" Ayad and Mike Watson, acts as a sounding board for a variety of political topics addressed by many mainstream talk shows. However, Ayad blames nearly all of the world's problems on Jews.

"The Zionist enterprise on the land of Palestine succeeded on lies and myths," noted Ayad on one program.

Many of his listeners share his opinion. On a recent program, a caller said, "If Jews are God's chosen people, I am ready to become an atheist."

The hosts frequently claim that Jews run the country, that they started the Ku Klux Klan, and that most of the (illegal) drugs in this country come from Jews.

APPENDIX "H"

Ayad and Watson claim that no one has stood up and intelligently defended the Jewish people throughout the course of the show, which has been running since November of last year.

"Is it (the program) offensive?" asks Bettysue Feuer, regional director of the Anti-Defamation League. "You bet your bottom line it's offensive. Would I like it off the air? You bet. But complaining to the FCC and asking

before each program informing listeners that the views are those of the host and not of the station.

The hosts asked for the names of the offended Jewish callers to engage them in a "fair and balanced" debate, but their request was refused by WERE and Radio One, says Watson. He and Ayad believe the cancellation of their program over a week later was prompted by Jewish backlash against the station. These Jews are referred to as "unidentified defendants" in the lawsuit and as "terrorists" by Watson and Ayad.

Watson also accuses WERE of cutting off the last 20 minutes of their Aug. 27 program after Radio One, which is based in Cleveland, allegedly received an angry call from its headquarters in Washington, D.C.

Ayad, 37, says that a station manager at WERE told him that Radio One was afraid the chain would lose advertising dollars if the show remained on the air. Radio One general manager David Bevins declined to comment for this story, as did Linda Vilardo, counsel for Radio One in Washington, D.C.

Ayad pays the station $900 a week to appear on the 11 p.m. to midnight shows Monday through Thursday, and the 9 p.m. to midnight slot on Fridays. The last airing was on Sept. 3, but Watson says the show had paid for its airtime through the end of this week, a claim WERE officials reportedly refute.

According to Wednesday's Plain Dealer, Radio One countered that its contract with the hosts ended Sept. 3 and that it had the right to cancel any show it felt was inappropriate.

As of press time, Watson says the show will be picked up by Crusader Radio, an Internet radio station.

Ayad is the former owner of Grandpa's Kitchen, a convenience store and deli on East 55th and Chester. Ayad, who was born in America but is of Palestinian descent, was roundly criticized by the Jewish and general media when a series of antisemitic and anti-Zionistic murals appeared on the outer walls of his store. Many of Ayad's messages remained until the property was sold about six months ago.

Ayad's anger toward Jews stems from the alleged confiscation of his father's land by Israel during its formation as a state.

Ex-lawyer Watson received a one-year suspension from the Cuyahoga County Bar Association for failing to appear at a client's hearing. Both men are representing themselves in court, although Watson says he is trying to get the American Civil Liberties Union (ACLU) involved in the case.

Bettysue Feuer, regional director the Anti-Defamation League, is unfamiliar with the specifics behind the show's cancellation. If it was removed from the air due to content, she says, that is in violation of the hosts' right to free speech."I don't believe that's how we operate in America," adds Feuer. "I might hate what they're saying, but they have the right to say it."

(with reports from Jeff Greenwald)

THE PLAIN DEALER
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Judge rules anti-Jewish radio show stays off air

Wednesday, September 15, 2004

Jim Nichols
Plain Dealer Reporter

A judge refused Tuesday to order WERE AM/1300 to broadcast a volatile radio show that the station canceled this month amid complaints that its hosts are virulently anti-Semitic.

But Cuyahoga County Common Pleas Judge William Coyne allowed the hosts of "Politically Damned" to proceed with a $35 million lawsuit against the station and its owners.

▼Advertisement

The plaintiffs and former talk-show hosts are Abe Ayad, 37, of Cleveland, who often inflamed Jews by painting anti-Zionist rhetoric on his East 55th Street convenience store; and Michael Troy Watson, a 52-year-old Cleveland lawyer whose license to practice law was suspended by the Ohio Supreme Court. The two are not employees of WERE AM/1300 but bought air time five nights a week.

They claimed that station owner Radio One, "part of the liberal media cabal," breached a contract and violated their free speech by taking them off the air without notice. Radio One countered that its contract

with the pair expired Sept. 3 and that it always made clear that it could cancel any show it deems inappropriate.

Coyne balked at issuing a temporary restraining order to put the pair back on the air. He said that while their claims are not likely to succeed at trial, a jury will ultimately decide.

Watson describes himself as a "hard-core, conservative, black Republican." Ayad has derided Israel and once depicted Jews as monkeys in a mural on his former store.

They peppered their program with attacks on liberals, Zionists and what they consider a vast Jewish conspiracy to control the United States and its news media. Presidential candidate John Kerry, a Massachusetts Democrat and a Catholic of Jewish ancestry, was a favorite target.

Complaints about the program's content prompted a front-page story in the Aug. 27 edition of Cleveland Jewish News, in which the national head of the Anti-Defamation League called for the show's cancellation. A week later, that wish came true.

In a complaint filed Friday, Ayad and Watson refer to their critics as "Jewish terrorists." They argued in court that a series of two-week contracts superseded the one-year pact.

Radio One's lead lawyer, Joel Lavity, disputed that, saying the radio station is not bound by the First Amendment, which protects free speech from government infringement.

Afterward, Watson said an Internet radio site called crusaderadio.com has picked up the program and will disseminate it weeknights at 8 p.m.

"We are getting ripped here," Watson said. "We are a show of alternative views. And the media cabal has come down on us."

To reach this Plain Dealer reporter:

jnichols@plaind.com, 216-999-4111

-------Original Message----------
From: David Bevins
Sent: Tue 2/17/2004 4:54 PM
To: Feuer, Bettysue
Cc:
Subject: Re: Sample of Abe Ayad's work

Betty---I will run tape of show this week and review it...thanks

David Bevins
General Manager
WZAK/WJMO/WENZ/WERE
Radio One Cleveland
Direct Number: 216-774-0902
Direct Fax: 216-621-2176

-------Original Message----------
From: Feuer, Bettysue
[mailto:BFeuer@adl.org]
Sent: Tue 2/17/2004 4:49 PM
To: David Bevins
Cc:
Subject: Re: Sample of Abe Ayad's work

Dear David;

I am not sure this is the type of show that is good for your station or for our City.

Bettysue
Bettysue Feuer
ADL Regional Director
505 Terminal Tower
Cleveland, Ohio 44113
Tel: 216-579-9600 Fax: 216-579-9690
www.adl.org
****
****
****

This e-mail message may contain privileged, confidential and/or proprietary information intended only for the person(s) named. If you are not the intended recipient, please destroy this message, and any attachments, and notify the sender by return e-mail. If you are not the intended recipient(s), or the employee or agent responsible for delivering the message intended recipient(s) you are hereby notified that any dissemination, disclosure or copying of this communication is strictly prohibited.

-------Original Message----------
From: David Bevins [mailto:dbevins@radio-one.com]
Sent: Tuesday, February 17, 2004 4:46 PM
To: Feuer, Bettysue
Subject: Re: sample of Abe Ayad's work

Thank you...we did speak with him after our last conversation and advised him that we are on a seven second delay and if his language or content of the show turns becomes inflammatory, we will dump out of it.

David Bevins
General Manager
WZAK/WJMO/WENZ/WERE
Radio One Cleveland
Direct Number: 216-774-0902
Direct Fax: 216-621-2176

-------Original Message----------
From: Feuer, Bettysue
[mailto:BFeuer@adl.org]
Sent: Tue 2/17/2004 3:58 PM
To: David Bevins
Cc:
Subject: Re: Sample of Abe Ayad's work

Dear David;

I have many more. These are from the last year. I have them going back to March 2000.

Bettysue
Bettysue Feuer
ADL Regional Director
505 Terminal Tower
Cleveland, Ohio 44113
Tel: 216-579-9600 Fax: 216-579-9690
www.adl.org

****
****
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This e-mail message may contain privileged, confidential and/or proprietary information intended only for the person(s) named. If you are not the intended recipient, please destroy this message, and any attachments, and notify the sender by return e-mail. If you are not the intended recipient(s), or the employee or agent responsible for delivering the message intended recipient(s) you are hereby notified that any dissemination, disclosure or copying of this communication is strictly prohibited.

Radio One, Inc.

Memo

To: WERE File

From: David

Date: 7/26/04

Re: Abe Ayad/Politically Damned

Just spoke with Betty Sue Feuer from the Anti-Defamation League of Greater Cleveland regarding the complaints that she has received concerning the Politically Damned program which airs on WERE. She has not heard the show, but the people calling her are upset because the show is negative to the Jewish Community. I explained that we would check into the show and it's content and have a meeting with the host. Also assured her that we do have a delay on the show and the board operator has control of dumping the show if they find it offensive or detrimental to the station. She asked if I would call her back if we decide to terminate the show. She said she understands the freedom to speech and that people have the opportunity to speak out, but she wanted me to know about the complaints she has been receiving.

Radio One, Inc.

Memo

To: WERE File

From: David

Date: 7/30/04

Re: Politically Damned

Tom Bush, Bill Glover and myself met with the host of Politically Damned today at 2 pm. Abe Ayad and Michael Nelson are the host. We explained that we received a call from the Anti-Defamation League and ask for copies of their most recent shows. We explained to them that we are concerned about the content of their show and that if we feel it continues to be an issue, that we have the ability to end the show at any time. They said they understood that and that they felt they were not doing anything wrong. They said the callers are the problem, not them. They explained that they would like to talk with Betty Sue regarding the show and if someone has a problem, they should call them. I explained that we have 4 stations in Cleveland and if we feel that one station's programming is having a negative effect on our listeners or revenue, we will pull it off the air. We gave them a warning.

METRO Breaking News & More from THE PLAIN DEALER

Whatever happened to ... the anti-Zionists who sued WERE?

Posted by Plain Dealer staff September 07, 2008 22:50PM

How did anti-Zionists Brahim "Abe" Ayad and Michael Troy Watson fare in their lawsuit accusing WERE AM/1300 of wrongfully canceling their weeknigh radio program, "Politically Damned"?

They're still trying. Ayad and Watson have asked the U.S. Supreme Court to do what no other court has done: Find some merit in their claims.

The two -- a Palestinian merchant and an arch-conservative black Republican -- also hope the justices will endorse their assertion that they are victims of a vast Jewish conspiracy that has corrupted Ohio courts.

C.H Pete Copeland/The Plain Dealer file

Mike Watson, left, and Abe Ayad, right, both former hosts of the Politically Damned radio show. The pair are taking their case to the U.S. Supreme Court.

Jurists from Cuyahoga County Common Pleas Court, the 8th Ohio District Court of Appeals, the Ohio Supreme Court and U.S. District Court have uniformly dumped a $30 million lawsuit against WERE parent company Radio One Inc. and several employees.

Ayad became locally famous, or infamous, over the last decade for inflammatory murals on an East 55th Street store he once owned that depicted Jews as monkeys, money-grubbers and murderers. Watson's claims to notoriety include getting in a courthouse fistfight with another lawyer, then being disbarred for a host of ethical violations.

For a year beginning in September 2003, the two bought air time on WERE for their radio program, on which they routinely disparaged liberals and Jews -- especially Zionists who conspire, they contend, to control the United States and its news media.

WERE refused to renew its one-year contract with the two and took the program off the air on Sept. 5, 2004. Ayad and Watson claimed they had worked out extensions, which the station violated by canceling the show. They accused management of breach of contract, First Amendment violations, tortious interference, libel and slander, conspiracy and other wrongs.

The claims have never made it to trial: Every judge threw them out for lack of merit, jurisdiction or both.

That, Watson said recently, is only because courts in Ohio are "subject to the influences of the Cuyahoga County Democratic Party, and also to Jewish influences in the bar [associations], particularly the influence of the [Anti-Defamation League]."

He and Ayad asked the U.S. high court at the end of June to hear the case.

Said radio-station attorney Joel Hlavity: "Anybody with a filing fee can ask the U.S. Supreme Court to consider a case. Of course, we expect the court to not consider it."

APPENDIX "J"

-- Jim Nichols

ADL
Anti-Defamation League®

ABRAHAM H. FOXMAN
National Director

Dear Friend,

" People know about ADL first because of our voice. We Are outspoken on matters of principle and have a strong Public presence, especially when it comes to rejecting Anti-Semitism and supporting Israel. ***But few people are aware of the depth—and importance— of the work we do behind the scenes."***

Sincerely,

Abraham H. Foxman

APPENDIX "K"

WHATEVER HAPPENED TO...?

Anti-Zionist duo still trying to sue station

"Whatever happened to ...?" is a weekly series updating some of the most newsworthy and interesting stories covered in The Plain Dealer. Have a suggestion on a story we should update? Send it to John Kuehner at jkuehner@plaind.com, or call 216-999-5325.

Watson Ayad

How did anti-Zionists Brahim "Abe" Ayad and Michael Troy Watson fare in their lawsuit accusing WERE AM/1300 of wrongfully canceling their weeknight radio program, "Politically Damned"?

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SEE HAPPENED | B4

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I Enjoyed the Show very Much. We need more shows like that.

Respectfully Submitted,
Carletta Smiley
Name
1475 E 71st
Address
(216) 538-8861
Phone Number

APPENDIX "M"

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. This Radio Station Tought me a lot About Political Issues. He deserves to Have This Radio Station.

Respectfully Submitted,
Ricky G. Watson
Name
1287 Norwood
Cleveland Ohio
Address
(216) 322-9814
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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v.

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Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. / /

I WANT To HERR TALK MORE

Respectfully Submitted,
MACK WHITE
Name

1900 E 54
Address
(216) 391-4646
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
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Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Good Show, very informative.

Respectfully Submitted,

Ron Singh
Name

18506 St. Clair
Cleveland.
Address

216-481-1836.
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. The show brought diversity into the radio world. It also expressed another point of view that the American people need to hear. American tax payers should be protected by freedom of speech and or press. Please keep this show on air.

Respectfully Submitted,
An American tax payer.
Name
Ahmed Hamed
5250 N. Olmsted, 44070 OH.O
Address Apt # 227
(216) 990-5381
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
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Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Help save Jobs And Communitys.

Respectfully Submitted,
MR. ALFRed B,
Name
HAYWOOD
2606 CEDAR AVE # APT 1 UP
Address
(216) 361-1265
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. It was unjust. They have right to speak their mind without having pressure from Abe foxmen trying to shut them up.

Respectfully Submitted,
Rashid Rashid
Name
594 Huntmere dr.
Bay Village, OH, 44140
Address
(216) 333-5672
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I think they should Be Able to say what they want to say on Air

Respectfully Submitted,
Dawtay D Sims
Name
13405 Durkee Ave.
Cleve. Oh. 44105
Address
(216) 269-1042
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Abe is a good Guy

Respectfully Submitted,

Russell Whitlow
Name

1391 E 51
Cleveland OHIO 44103
Address

(216) 584 2727
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. ABE IS A GENTALMAN OF GOOD STANDING IN THE COMMUNITY.

Respectfully Submitted,
Roosevelt M James Jr
Name
4212 E 55th ST
CLEVE OHIO 44104
Address
(216) 425-2554
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. _____

_____.

Respectfully Submitted,
Dawud A. Muncat
Name
1224 Larchmere
Cleveland 44120
Address 231
(216) [redacted] - 7028
Phone Number

The show did a good job of stimulating the youth into being aware of local and national politics instead of music and fashion.

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. This was a great show, that proved that the 1st Amendment actually exists in America. With the show off air, our first amendment is non-existant.

Respectfully Submitted,

Mohammed Kaleh
Name
6344 Forest Park Dr.
N. Ridgeville OH 44039
Address
(216) 526-2876
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I feel that ABE Ayad is the voice in our Community and should be able to express topics and Issues going on locaLy and nationaLy

Thank you ☺

Respectfully ~~Submitted~~,
Lawrence Jayne 1165 Solon
Name
Lawrence Jarele Ryn
Address
(216) 255-9021
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Free Speech for All of America.

Respectfully Submitted,

Name

Address

Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. HE HAS A NICE TALK SHOW, PUT HIM BACK ON

Respectfully Submitted,

Name Anthony Taylor

Address 4806 CEDAR

( ) -
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I love his opinions, they always hit me in a very personal way!

Respectfully Submitted,

[signature]

Name

4467 Lee Rd #202
Cleveland Ohio
Address

(216) 662-3193
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. A Variety of opinions are necessary for community development

e has proved to be a
ource for Sustainable
ommunity Development.
is Democracy in
otion ALLow him
o continue to share his Expirences;
trength and Hope / Ex: Mike Trivassoni
No Different

Respectfully Submitted,
Jasmine Christal Lopez-Chaplin
Name
2047 Comm. College Blvd
Cleveland, Ohio 44115
Address
(216) 386-1077
Phone Number

No. 08-03

IN THE SUPREME COURT OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. As Long as He is Telling The Truth, then He should have His 1st Amendment Right

Respectfully Submitted,
LaDon Bruster
Name
1389 E 84th
Cleveland, Ohio 44106
Address
(216) 744-9833
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. a great job on the air with and open airway to anyones Comments

Respectfully Submitted,

Thomas Jones Jr

Name
Thomas, Jones, JR
2982 E. 59th ST
Address Cleveland, Ohio 44127
(216) 673-0978
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. good show,

Respectfully Submitted,

Name
V Mohd
Address
( ) None
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I think that is not the best thing that happen to our Radio, Keep hope alive!

Respectfully Submitted,

Name
Patricia Kimbro
2250 Comm College
Address
(216) 376-0208
Phone Number

No. 08-03

IN THE SUPREME COURT OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. They're Right.

Respectfully Submitted,
Mustafa Kpad
Name
4511, Cahelga Ln.
Address
(440) 734-0931
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I miss the Talk Show

It was very uplifting Bring Politically Damned, Back

Respectfully Submitted,

Name
Mark Young
1111 East 72nd
Address
(216) 906-9947
Phone Number
C1

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Freedom of speech is all we have left, if we have nothing else.

Respectfully Submitted,
Derrick Brown
Name
Derrick Brown
1848 Colonnade Rd Cleveland OH 44112
Address
(216) 456-4078
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. They bring good ideas to people in cleveland.

Respectfully Submitted,

Guevera Grandberry
Name
Guevara Grandberry
1848 Colonnade Rd. Cleve. OH 44112
Address
(216) 523-8272
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. This show is very helpful to the listens.

Respectfully Submitted,

Shirley Arnold
Name

16700 Lakeshore
Address

(216) 240-9676
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

its all Good.

Respectfully Submitted,

Name
LAMAR McMULLIN S

Address
(216) 254-7911
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. a lot for the Community like Saving Jobs and Fundraisers.

Respectfully Submitted,
Name
4523 Cancelli Ln
North Olmsted
Address
(440) 734-5122
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I miss the intelligent well thought out points of this show!

Respectfully Submitted,

Name
Kristine M. Suhay
1070 Bolko Blvd
Address
(440) 503-3058
Phone Number

No. 08-03

IN THE SUPREME COURT OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Plus SMART TALK, WTAM REALWORKS

Respectfully Submitted,
Diego Bailey
Name
2541 E 51st.
Cleveland, Ohio 44104
Address
(216) 339-8911
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. I know ~~and~~ Abe and Mike's Broadcast show to be respectable. And I have learned a lot from the show.

Respectfully Submitted,

Name
Tonette Abner
5520 Perkins Ct
Address
(216) 773-1772
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Eric Harris
Name
2027 Bradgate
Garfield, 44149
Address
(440) 238-4225
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

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STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Name
3642 Riedanna Rd
Shaker Hts Oh 44120
Address
(216) 751-0735
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

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Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Norman Davis
Name
1358 E 115 Cleve,
Ohio 44106
Address
(216) 508-5506
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

James Gilmes

Name

2190 East 170 Cleveland Ohio 44106

Address

(216) 426-0172

Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Name
Norma Jones

Address
(74) 391-1216
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. _____

_____.

Respectfully Submitted,
I.A. Lewis
Name
IALewis
17726925
Address
(216) 791-4099
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. _____

_____.

Respectfully Submitted,

Lavetta Brown
Name

6010 Scovill Ave #1
Cleveland, Ohio 44104
Address

(216) 624-6829
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. _____

_____.

Respectfully Submitted,
Melanie Dodd
Name
2714 E 64th
Address
( ) 761-1870
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Name

3415 E 123rd

Address

216 361-9660

Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,
DAMIAN FROMETA
Name
15820 Richard Grove.
Lakewood OH 44107
Address
(216) 252-1345
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. _____

_____.

Respectfully Submitted,

Robert A Thomas
Name
3384 W 117 St
Cleveland 06
Address
(216) 513-3205
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,
RON Kadan
Name
1712 E. 55
Cleveland, OH 44103
Address
(216) 361-9660
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

RENATO SPIRO
Name
18645 Detroit Ave
Apt 601 LAKEWOOD OH 44107
Address
(216) 640 5952.
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done. Best wishes

Respectfully Submitted,
Passion Yhonguea
Name
2981 E. 67 St
Cleveland Oh, 44127
Address
(216) 704 - 6285
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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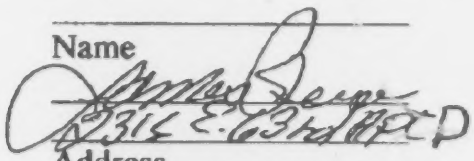
RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Name



Address

(216) 391-8654
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
Petitioners,
v.

RADIO ONE, INC., et al.
Respondents.

STATEMENT IN SUPPORT OF PETITIONERS

I have seen the Article in the Plain Dealer September 8, 2008 and I want to hear "Politically Damned" Talk Radio on the Radio again. No one should be able to stop Abe and Mike's Broadcast as they have done.

Respectfully Submitted,

Name
Mitchell Baum
4055 E 142 Newburgh
Address
(216) 799-4041
Phone Number

No. 08-03

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Respectfully Submitted,
Rameel Abdulbasit
Name
Rameel Abdulbasit
PO Box 210046 South Euclid, 44117
Address
(216) 526-6518
Phone Number

No. 08-03

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OF THE UNITED STATES

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Respectfully Submitted,

Name Robert Pittman

9809 Day Ave

Address

(216) 409 6920

Phone Number

No. 08-03

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Respectfully Submitted,

Dorothy Bethea
Name

1143 E. Twitchell
Address

(216) 526-6198
Phone Number

No. 08-03

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_____.

Respectfully Submitted,

_____

Name
Sonia Fromota
1582 ORCHARD GROVE Lakewood 44107
Address
(216) 456-6160
Phone Number

No. 08-03

IN THE SUPREME COURT
OF THE UNITED STATES

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Respectfully Submitted,
Sam Somerville
Name

Address
( )216-391-8670
Phone Number

No. 08-03

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OF THE UNITED STATES

BRAHIM (ABE) AYAD AND MICHAEL TROY (MIKE) WATSON Dba, "POLITICALLY DAMNED" TALK RADIO
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_____.

Respectfully Submitted,
James Price
Name

_____

_____
Address
(216) 431-5199
Phone Number